07-782

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Fitch Deeds, Land Contracts, Mortgages, and Inventories

Fitch Deeds, Land Contracts, Mortgages, and Inventories

WARRENTY DEED

THIS INDENTURE, made this twenty-third day of January, in the year of our Lord, one thousand eight hundred and fifty, between GEORGE DELONG AND REBECCA DELONG, his wife, of the county of Allen, and the state of Indiana, of the first part, and HENRY FAIR, of the county of Allen, and the state of Indiana, of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of Four Hundred and Twenty dollars, to the said party of the first part by the party of the second part, in hand paid, the receipt whereof is hereby acknowledged; hath GRANTED, BARGAINED AND SOLD, and by these presents do GRANT, BARGAIN, ALIEN, SELL, CONVEY AND CONFIRM unto the said party of the second part, his heirs and Assigns forever all the following described piece or parcel of land:

Beginning at the South East corner of the North East quarter of Section No. Four (4) Township No. Thirty-Two (32) North of Range No. twelve (12) East Sta ??? No. 1, North twenty chains No. two (2), West nineteen (19) chaines, ninety-five (95) links, No. three (3) South fifty (50) links No. four (4) ______ sixty-nine (69) _____ three (3) chains and twenty-five (25) links, No. five (5) No. four (4) W three (3) chaines fifty-three links No. six (6) S 86 ½ ____ one chain eighty-three links, No. seven (7) ____ fifteen one half 15 ½ _____ four chains and thirty-five links ____eight ______13 ½, E two chains and ninety-two links, No. 9 S 43 ¼ E three chains, ninety-five links, No. (10) S 10 ½, W two chains and 85 links, No. (11) S 34 E 2 chains, 66 links, No. (12) S 48 ½ E 5 chains 77 links, No (13) N 76 ¼ E 4 chains 78 links, No. (14) S 13 E 3 chains, No. (15) ___ 7 W 3 chains 24 links, No. (16) East 14 chains 69 links, containing 49 acres, together with all the rights, privileges, and appurtinances therewith belonging, TO HAVE AND TO HOLD the above described premises with all the improvements and appurtinances, to the same, belonging to the said party of the second part, his heirs and assigns forever, and the said party of the first parts, and for themselves and their heirs, do hereby covenant with the said party of the second part and his heirs, that their lawfully seized in fee of the premises aforesaid, and have good right, full power and lawful ___________ to sell and convey the same in manner aforesaid; that the premises are free and clear from all incumbrances ___________- and that they will FOREVER WARRANT AND DEFEND the same and the quiet and __________ possession thereof, together with the appurtinances to the same belonging or appertaining, and the said HENRY FAIR, his heirs and assigns against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GEORGE DELONG and REBECCA DELONG who hereby relinquish her right of dower to the above described premises, have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

GEORGE DLONG
REBECCA DLONG

State of Indiana, Allen County

I, Hiram S. Parker, one of the Justices of the Peace of said County, do hereby certify that the above named GEORGE DELONG came personally before me and acknowledged the foregoing instrument of writing to be his voluntary act and deed for the purposes therein mentioned. Also REBECCA DELONG, above named, the wife of the said

GEORGE DELONG, who being by me examined privately, separate and apart from, and without the hearing of her said husband, and the full contents and purpose of the said deed being by made known to her acknowledged that she executed the same of her own free will and accord, and without any coersion or compulsion from her said husband.

IN WITNESS OF WHICH, I hereunto set my hand seal, this 23rd day of February, AD 1850

Hiram S. Parker, J. P.

Front says:

DELONG TO FAIR
Transferred March 23, 1850
Recorded in Deed Book J Vol C28 (???) G or of Records of Allen County, In, March 28th 1850. E. J. Colenight, Recorder (name not easily readable)

The above description was very hard to decipher and would need more work to be correct. But the deed says that George and Rebecca DeLong sold to Henry Fair 49 acres in Perry Township, Allen County, Indiana for $420. Approximate place of property, in Section 4, south east corner of the north east quarter. Which would be some of the mill property that belonged later to Nathaniel and then later to Mathias Fitch where he built his home.

This is George Washington DeLong, son of Joseph DeLong, and cousin to Sarah DeLong who married Nathaniel Fitch. Henry Fair is the son of Peter Fair a first settler in DeKalb and Allen Counties. Henry had a son, Christian Norman Fair, who married Francelia Fitch, daughter of Nathaniel and Sarah. Henry was dead by 1854. He went west and was never heard from again.

Charles Fair to Joseph Shryock

Deed, Received for Record this 12 day of July 1856 at 7 o'clock a.m. and recorded in Record I (or J) Page 407, W. Griswold, Recorder, DeKalb County. Filed in Open Court April 10, 1856, S. W. Sprott, Clerk. Entered for taxation this 12 day of July, 1856, Mr. Pierce

This indenture made this ninth day of April AD 1856 between Charles Fair, Administrator with the will annexed of the estate of Peter Fair, deceased, of the one part and Joseph Shryock of the County of Allen and State of Indiana of the other part witnesseth that where as Charles Fair, Administrator, as aforesaid filed in the Court of Common Pleas of DeKalb County, Indiana, on the 7th of October AD 1854 his petition setting forth that said decedent at the time of his death was seized in fee simple of the South East Quarter of Section 33 in Township 33 North of Range 12 East in DeKalb County, Indiana, and that by the will of said decedent said land was to be sold and the proceeds with the proceeds of his personal estate should be divided among his children. And at the time of executing said will the decedent had the following named children living: Mary Harkrider, Sarah Ensey, Abraham Fair, Elizabeth Long (or Song or Lung or Lang), Charles Fair, Louisa Simons, Hannah Garrison, Peter Fair, John Fair, Jacob Fair, Andrew Fair, Samuel Fair, Catharine Fair, Merchant Fair, Henry Fair, and Sophia Surface and that said Henry Fair and Sophia Surface are since deceased leaving the following named children, Gabriel Fair, Mary Fair, Christian Fair, George Fair and Sarah Elizabeth Fair, children of Henry Fair, Emanuel Surface, Peter Surface, Charles Surface, Nathaniel Surface, Abraham Surface, Colphinias Surface, Elizabeth Surface and Isaac Surface, all of whome were ________ defendents to said petition and Lucinda Miller, a daughter of Rebecca Miller, a daughter of said Peter Fair, deceased before the execution of said will. And afterwards at the January Term of said Court held at Auburn in said county on the third day of January AD 1855 said court being satisfied that said administrator had given the notice required by the statutes ordered and directed him to sell said premises at private sale and afterwards at the August Term of said Court, the Administrator reported to said court that he had been unable to sell said premises at private sale and asking said court to make an order directing him to sell said premises at public sale which was granted and the Administrator was directed to sell at public sale after giving the notice required by the Statute. And afterwards at the April Term of said Court, held at Auburn aforesaid on the seventh day of April 1846 the said Administrator reported to said Court that he did on 15 day of February AD 1856 sell said premises to one Joseph Shryock for the sum of Two Thousand Two Hundred and Fifty Dollars; Eleven hundred Dollars cash, Five Hundred and Fifty dollars in twelve months and Six Hundred Dollars on eighteen months which report was approved by the Court and said sale confirmed and the said Administrator ordered to execute and deliver to said purchaser a good and sufficient deed of conveyance of the premises aforesaid and to take from said purchaser a mortgage on said premises to secure the balance of said purchase money all of which proceedings will the more fully appear from the records of said reference hereto being had.

Now, therefore, to confirm to the said Joseph Shryock the purchaser aforesaid, and by order of the said Court, the said Charles Fair, Administrator, as aforesaid and on consideration of the said sum of Two Thousand Two Hundred Dollars aforesaid hath

granted, bargained, sold, and conveyed and confirmed and by this present do grant, bargain, sell, convey, and confirm unto the said Joseph Shryock, his heirs and assigns forever the premises aforesaid to wit: The South East Quarter of Section Thirty-three (33) in Township Thirty-three, Range Twelve East with all the rights privilages and appurtenances thereunto belonging and all the right title interest and claim of the said Peter Fair at the time of his death in and to the same to have and to hold the said premises with the appurtenances to the sole and proper use and benefit of the said Joseph Shryock, his heirs and assigns forever.

In testimony whereof the said Charles Fair has hereunto set his hand and seal the day and year first above written.

Charles Fair Seal

State of Indiana
DeKalb County

Before me Egbert B. Mott, a Notary Public in and for said Charles Fair, acknowledge the execution of this foregoing deed. Witness my hand and Notarial Seal this 9th day of April AD, 1856

Egbert B. Mott
Notary Public

Mathias made attorney for Nathaniel's heirs:

The undersigned heirs at law of Nathaniel Fitch, deceased, hereby constitute and appoint Matthias Fitch as our true and lawful attorney in fact for us and in our names to lease or rent any unoccupied lands belonging to us as such heirs in the counties of Allen and DeKalb, Indiana, for such time as the lands shall remain unpartitioned, and for us and in our names to collect and receive any and all rents now due or to become due from the lands now occupied, or hereafter to be leased under this authority, to account to us, for all rents so received, whether in money or share of crops. And we hereby satisfy and confirm all which our said attorney shall lawfully do in the premises. Witness our hands and seals this day of August 1877.

Sarah Fitch	Seal	Francelia Fair	Seal
Perry Fitch	Seal	C. N. Fair	Seal
	Seal	Harvey Fitch	Seal
Levi Beers	Seal	Amos Fitch	Seal
Janie Beers	Seal	Sarah E. Fitch	Seal
	Seal	Ida A. Fitch	Seal
	Seal	Emma Fitch	Seal
Jerome D. Gloyd	Seal	Allen Fitch	Seal
Fitelia Gloyd	Seal		Seal

Cook to Shippey

THIS INDENTURE made this Tenth day of January in the year of our Lord one thousand eight hundred and fifty-six Between CONSTANT COOK of Bath, Steuben County, State of New York and MARIA, his wife, of the first part, and ROBERT SHIPPEY, of the Township of Perry, County of Allen, and State of Indiana WITNESSETH, that the said party of the first part, in consideration of the sum of Four Hundred Dollars to them duly paid, have sold, and by these Presents do grant and convey to the said party of the second part, his heirs and assigns, all that tract or parcel of land, situate in the State of Indiana, being the East half of the North West quarter of Section fifteen (15) in Township Thirty-two (32) North of Range Twelve (12) East in the District of Lands, subject to Sale at Fort Wayne, Indiana, containing Eighty (80) acres of Land according to the Official Plot of the Survey of the said Lands returned to the General Land Office by the Surveyor General, Subject to taxes ____________the year 1850,

with the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part. And the said CONSTANT COOK doth hereby covenant and agree to and with the said party of the second part, his heirs and assigns, WARRENT AND DEFEND Against any person whomsoever, lawfully claiming the same, or any part thereof.

IN WITNESS WHEREOF, The party of the first part has hereunto set their hands and seals this day and year first above written.

Sealed and Delivered in the Presence of
H. H. Cook and A. D. Read

CONSTANT COOK	SEAL
MARIA COOK	SEAL

On Front:

Warranty Deed
Constant Cook and wife to
Robert Shippy

Recorded on the twenty-ninth day of
January 1856 at 1 ½ o'clock . P.M.
in _________ c of Deeds, at page 380 and examined.
E. F. Colen______?, Recorder (Colerick)
Transferred January 24, 1856

(The East half of the Northwest quarter, bounded on the North by Cedar Canyons Road. On the 1885 plat map we find this whole quarter owned by H. Fitch and it is 160 acres.)

WILLIAMS TO SHIPPY

THIS INDENTURE WITNESSETH, that JOSEPH H. WILLAIMS and LUCRETIA WILLIAMS, his wife, in consideration of Four Hundred Dollars to them paid by ROBERT SHIPPY, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said ROBERT SHIPPY, his heirs and assigns forever, the following real estate in Allen County and State of Indiana and described as follows, to wit: The West half of the North West Quarter of Section fifteen (15) Township thirty-two (32) North of Range Twelve (12) East, the same being all that certain parcel of land, sold by the said Jos. H. Williams to the said Robert Shippy as per their articles of agreement under date of October 8, 1850 (?) and now occupied by the said Robert Shippy.

Together with all the privileges and appurtenances to the same belonging to have and to hold the same to the said ROBERT SHIPPY, his heirs and assigns forever. The granters, their heirs and assigns hereby covenanting with the grantee his heirs and assigns forever, that the title so conveyed is clear, free and unimcumbered that he is lawfully seized of the premises aforesaid as of a sure, perfect and indefeasible estate of inheritance in fee simple; and that they will warrant and defend the same against all claims whatsoever.

In Witness Whereof, the said JOSEPH H. WILLIAMS and LUCRETIA WILLIAMS, his wife, who hereby relinguishes her dower in said premises have hereunto set their hand and seal this 22nd day of May, 1854.

Witness: George C. Day ?
E. I Williams

JOSEPH H. WILLIAMS SEAL
LUCRETIA WILLIAMS SEAL

STATE OF INDIANA, COUNTY OF VIGO

Before me Wm E. McSean (or McLean), Acting Notary Public for said County this twenty-sixth day of May, A.D. 1855 Joseph H. Williams and Lucretia Williams acknowledged the execution of the above Deed.

Wm. E. McLean, Notary Public

On front: Joseph H. Williams and wife to Robert Shippy
Deed for West ½ of N.W. ¼ Sec. 15, T. 32, R 12 E
80 acres
May 22, 1855
Transferred June 5, 1855
R. Starkweather, Auditor
Recorded in Deed Book R, Page 321, June 5, 1855
E. F. Colerick
Recorder, A.C.

This is the West half of the Northwest quarter of land in the name of H. Fitch in 1885 bordered on the North by Cedar Canyon Road and on the West by Coldwater Road.

3

Gump Rd.

MAP OF PERRY TOWNSHIP

Ceme[illegible] - Nathaniel / Mathias

🟧 OLD Homestead

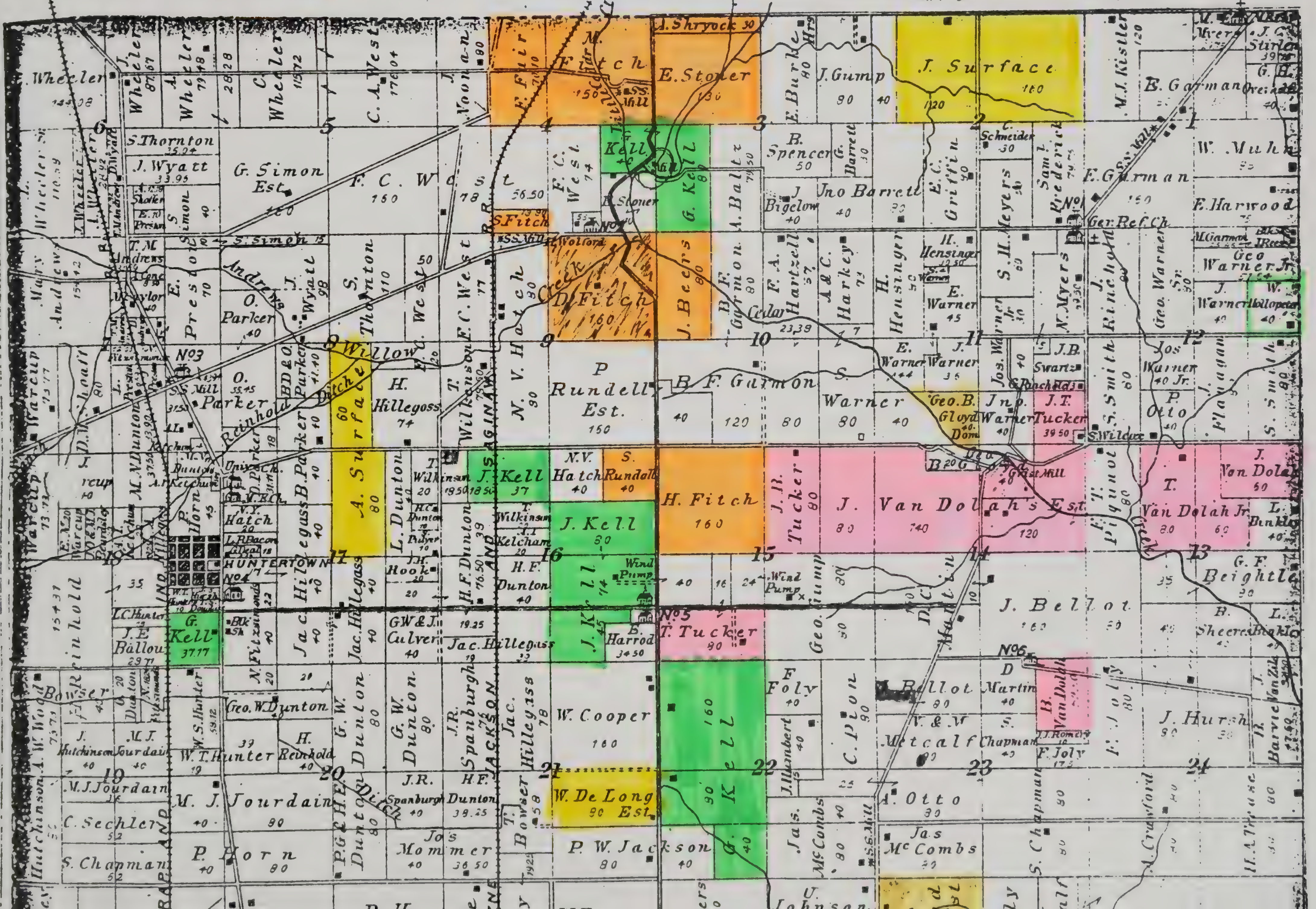
🟧 Fitch Mill

Vand[illegible] Mill 🟥

T 32 N. R 12 E.

Stoner (Mill)

Clouds



Fitch

Gump Rd.

MAP OF PERRY TOWNSHIP

Cem[illegible] - Nathaniel / Mathias

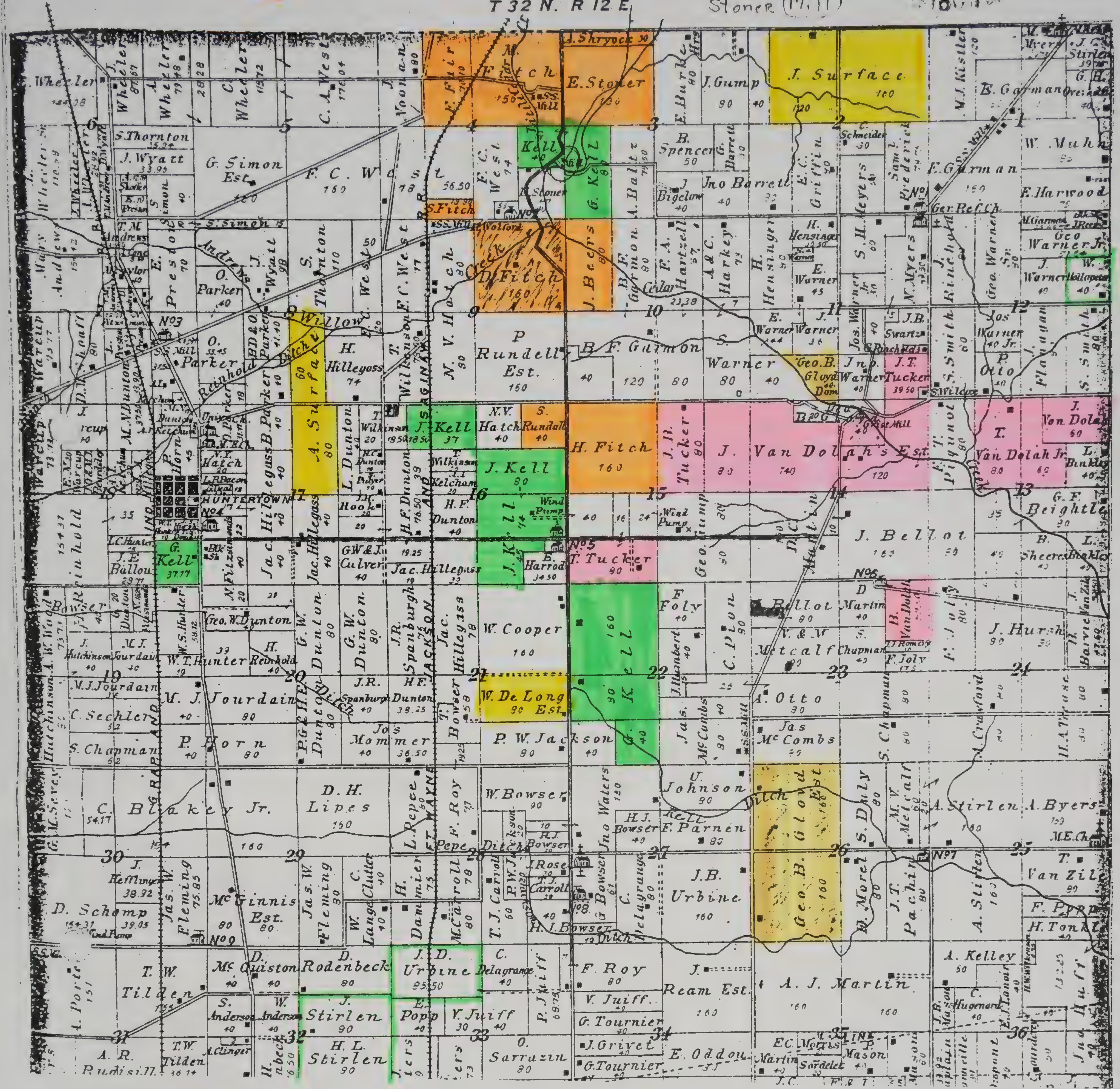
🟧 OLD Homestead

Vandolah Mill 🟥

🟧 Fitch Mill

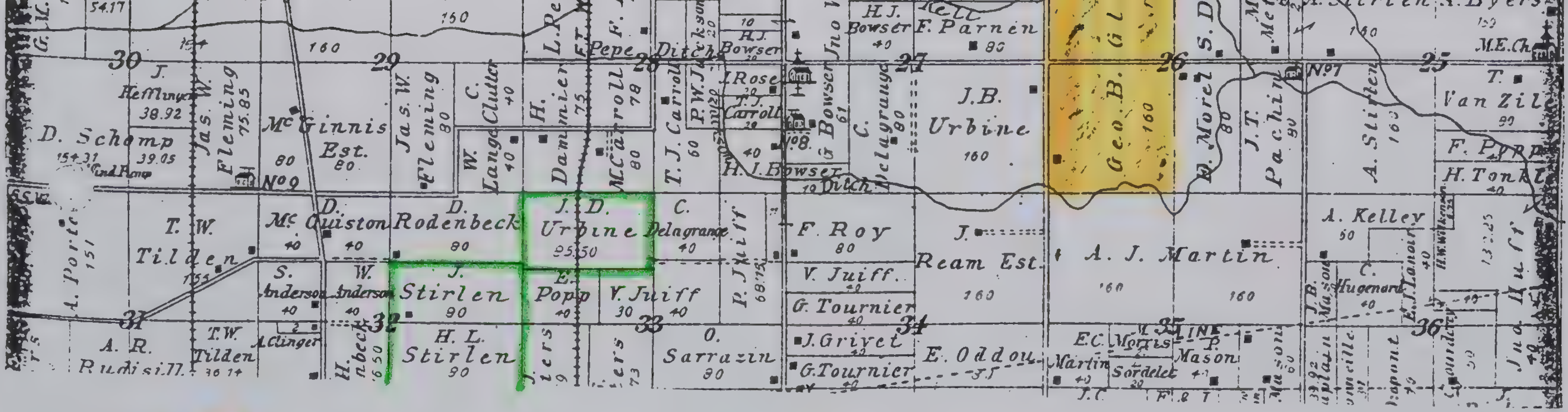
Stoner (Mill)

Gloyds



Fitch 🟧
Kell 🟩
Gloyd 🟨
Vandolah 🟥
Tucker 🟥
DeLong 🟨
Misc ☐

W. DeLong was Washington, brother of Sarah
John Surface was m. to Ellen DeLong, sister of Sarah
Frances Vandolah m. Mathias Fitch
her mother was Rebecca Tucker
Fitelia Fitch m. Jerome Gloyd



Fitch 🟧
Kell 🟩
Gloyd 🟨
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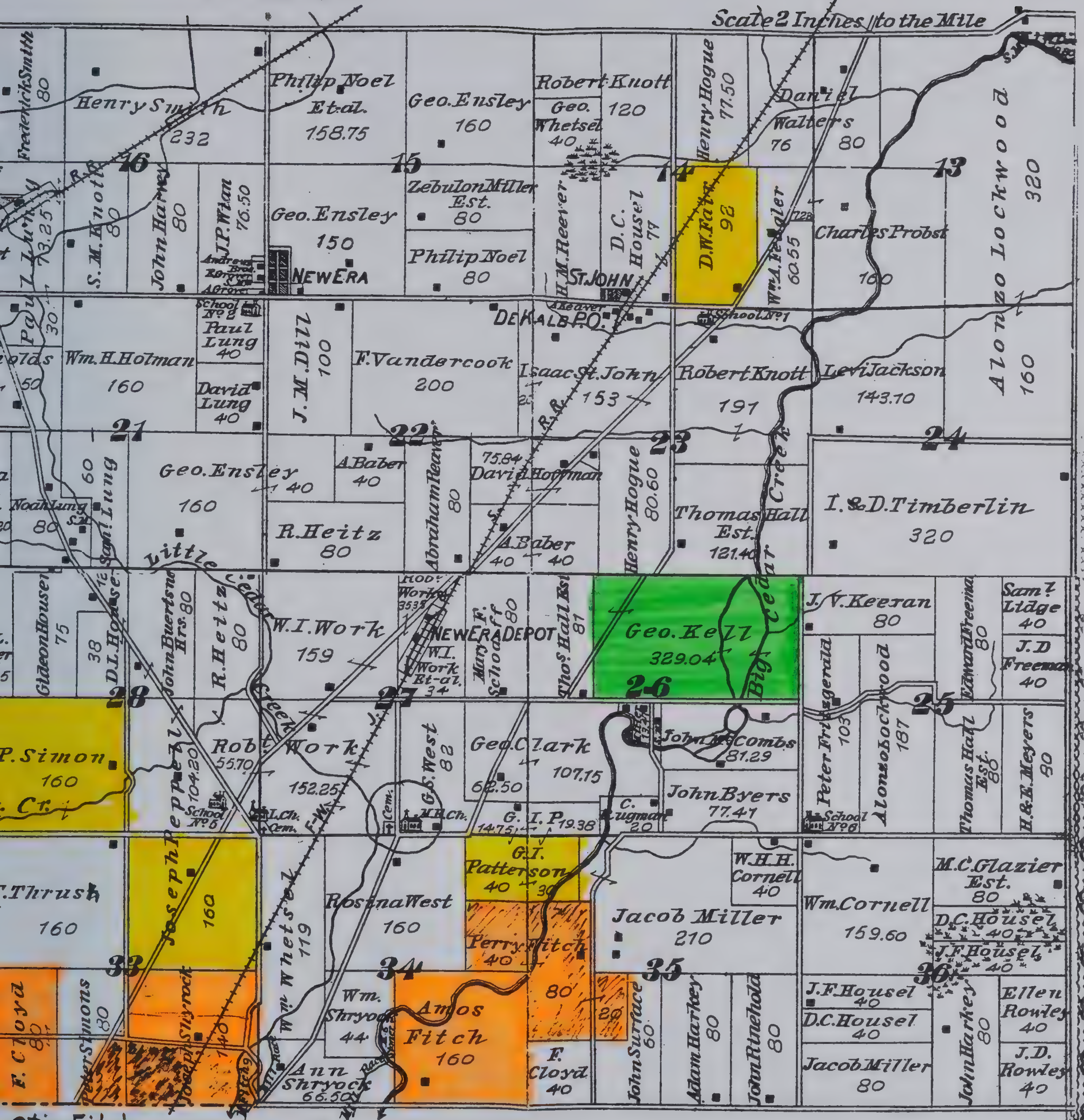
Co.



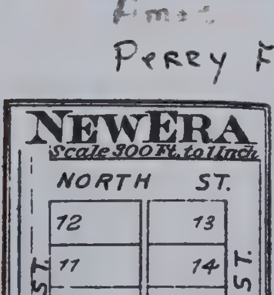
otis Fitch

Amos Fitch

Perry Fitch

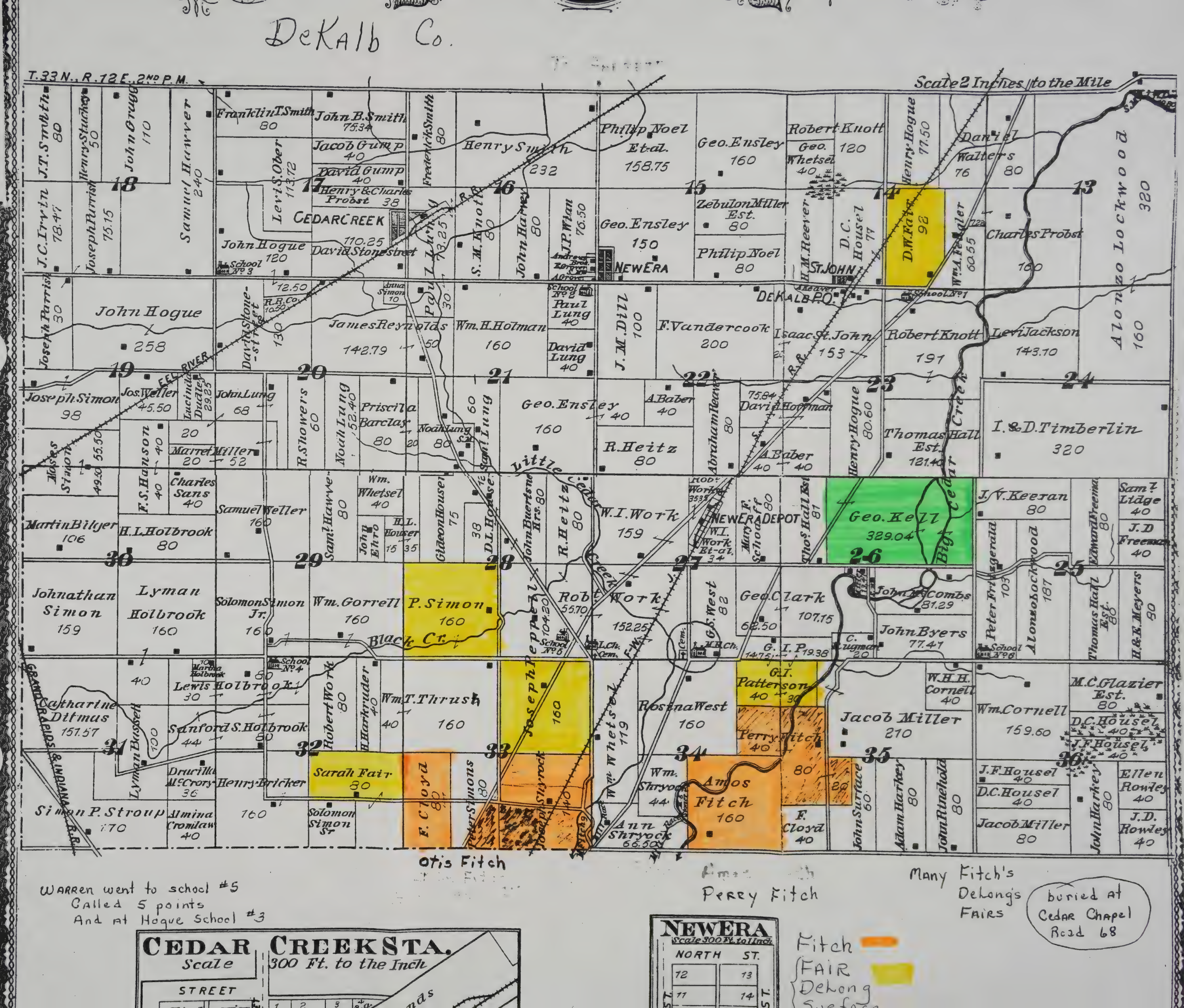
Many Fitch's
DeLong's
Fairs

buried at
Cedar Chapel
Road 68



Fitch 🟧
FAIR 🟨
DeLong
Surface

DeKalb Co.



Otis Fitch

Perry Fitch

Many Fitch's
DeLong's
Fairs

buried at
Cedar Chapel
Road 68

Warren went to school #5
Called 5 points
And at Hogue School #3

Fitch 🟧
Fair 🟨
DeLong
Surface

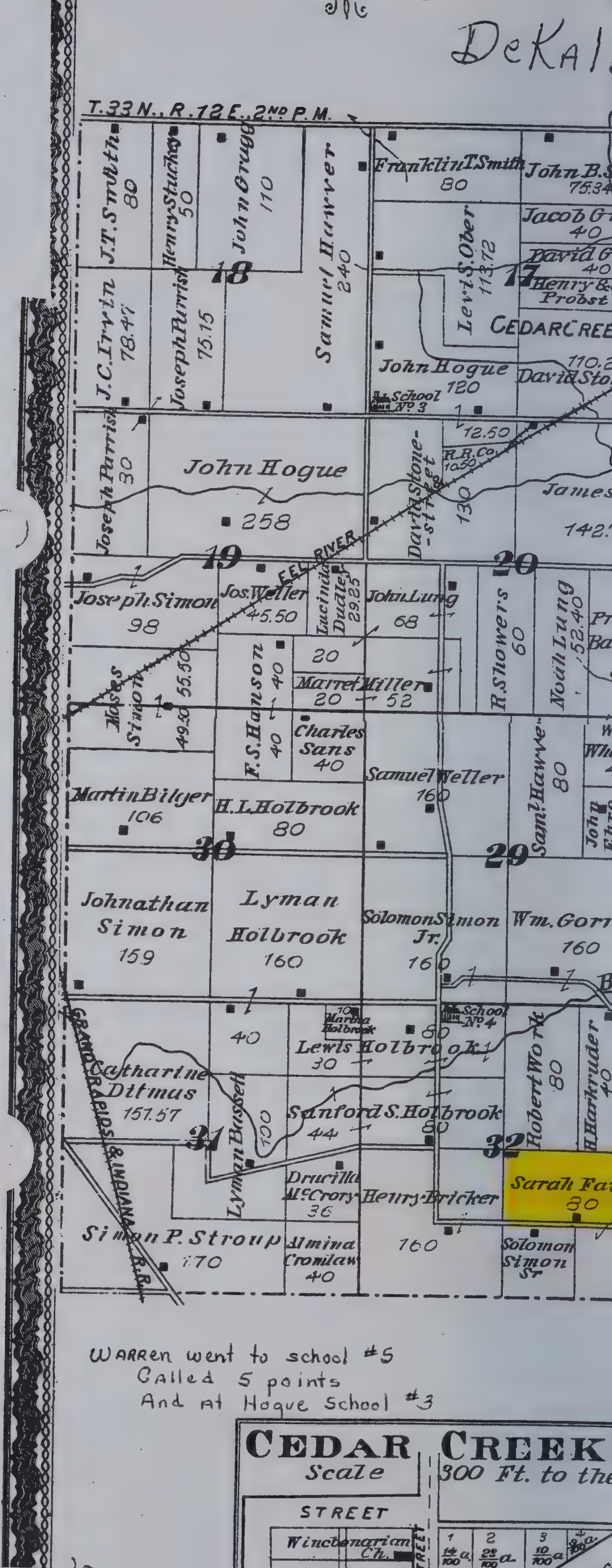
Sarah Fair was the wife of Charles Fair

D.W. Fair, the son of Abraham

Peter Simon m. Louisa Fair

G I Patterson m. Mary Ann DeLong

Joseph Pepple's place was Abraham Fair's homestead



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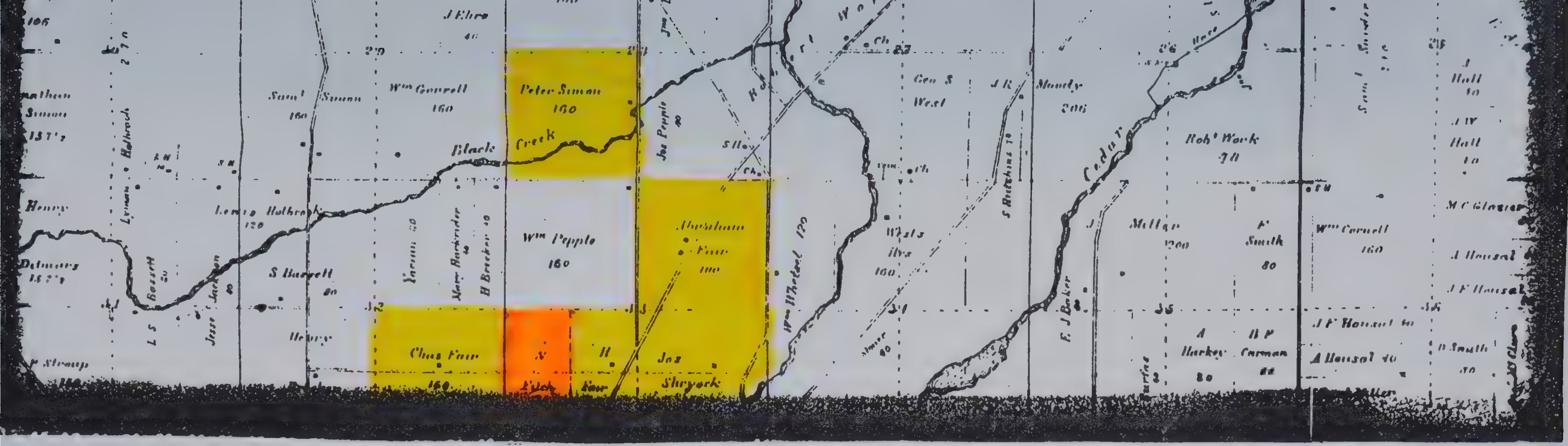


Directory of Butler Township

Bassett, S.	32	Lang, Philip	21
Bilger, Martin	6	Lang, Noah	21
Baber, Achille	22	Miller, Jeremiah	5
Bruce, D	16	McClure, George	36
Cornell, Wm	6	Moody, John R.	27
Clark, Henry	[illegible]	Pepple, Wm.	33
Easley, Geo	[illegible]	Pifer, Peter, Jr	[illegible]
Fair, Abraham	33	Smith, David H	17
Grube, John (Assessor)	14	Sheets, Michael	2
Hoffman, G. R.	15	Simon, Samuel	29
Hoffman, D. Z. (Tp. Trustee)	29	Snyder, Samuel	25
Hogue, John	19	Simon, Jonathan	30
Hogue, Henry	25	Shryock, Joseph	33
Hall, Thomas	24	Stroup, S. P.	31
Harkey, Adam	35	Timberlin, Isaac	24
Hawver, Samuel	18	Weller, Philip	17
Holbrook, Lewis	31	Weller, Joseph	19
Holmes, L. J.	[illegible]	Weller, Samuel	29
Houser, Gideon	28	Whetsel Michael	11
Jackson, Levi	34	Work, Robert	27
		Wiant, J. P.	16

Abram + Christina Fair 🟨

Henry Fair

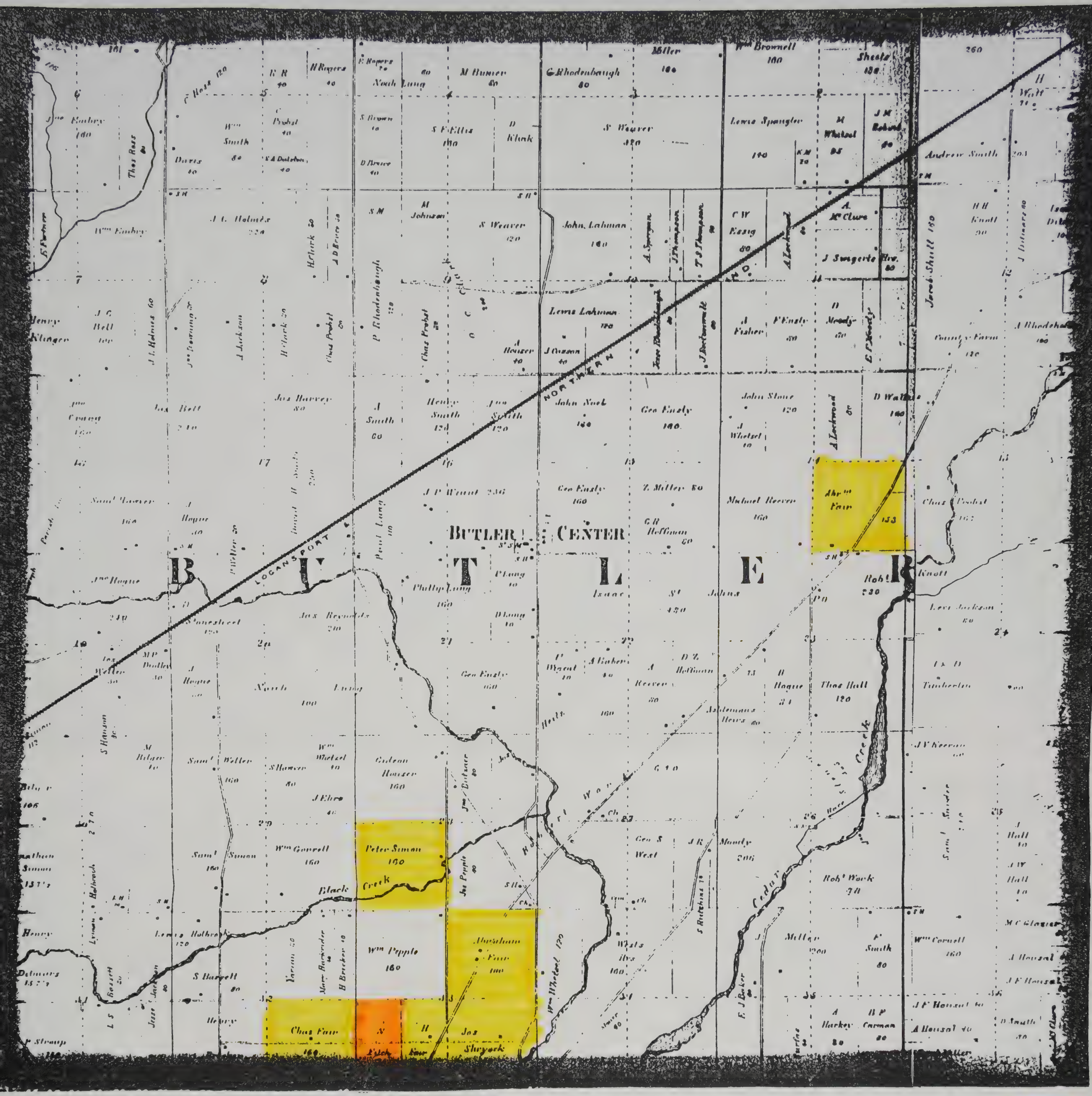
Charles Fair

Peter Fair

Nathaniel 🟧

1863

Butler Township



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Hogue, Henry	25	Shryock, Joseph	33
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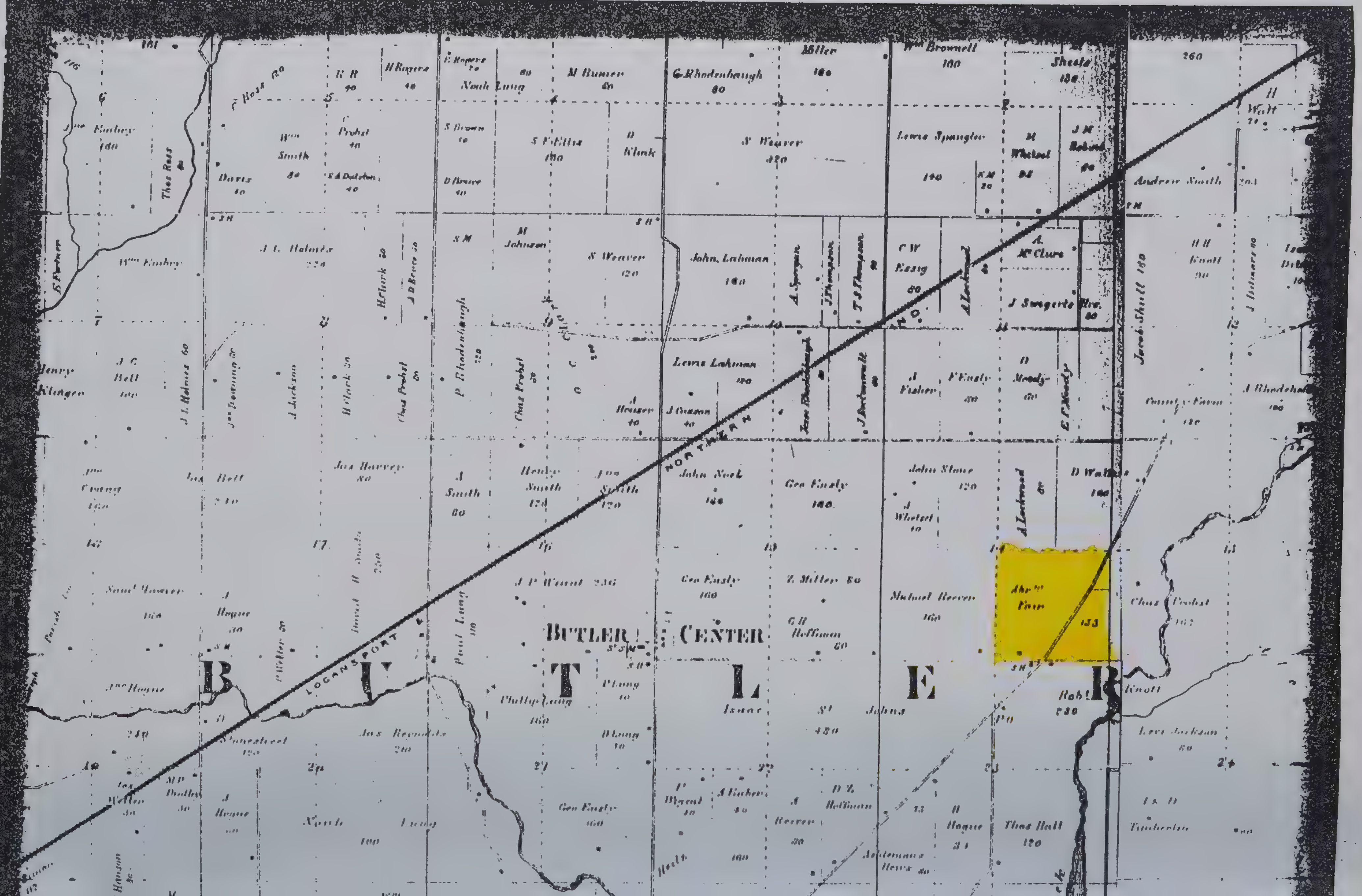
Harkey, Adam	35	Timberlin, Isaac	24
Hawver, Samuel	18	Weller, Philip	17
Holbrook, Lewis	31	Weller, Joseph	19
Holmes, L. J.	8	Weller, Samuel	29
Houser, Gideon	29	Whetsel Michael	11
Jackson, Levi	24	Work, Robert	27
		Wiant, J. P	16

Abram + Christina Fair 🟨
Henry Fair
Charles Fair
Peter Fair
Nathaniel 🟧

1863

Butler Township



LETTERS OF GUARDIANSHIP.

State of Indiana, Allen County, ss.

I, Frank H. Wolke, Clerk of the Circuit Court of said County, certify that Mathias Fitch of said County, has been appointed Guardian of the person and property of Allen Fitch, Ida A. Fitch, Emma Fitch and David Fitch.

minor heirs of Nathaniel Fitch, late of said County, deceased, and has qualified as such.

In Testimony Whereof, I have hereunto set my hand and the Seal of said Court, this 18th day of October A. D. 1877.

Frank H. Wolke, Clerk.

LETTERS OF GUARDIANSHIP.

State of Indiana, Allen County, ss.

I, Frank H. Wolke, Clerk of the Circuit Court of said County, certify that Mathias Fitch of said County, has been appointed Guardian of the person and property of Allen Fitch, Ida A. Fitch, Emma Fitch and David Fitch.

minor heirs of Nathaniel Fitch, late of said County, deceased, and has qualified as such.

In Testimony Whereof, I have hereunto set my hand and the Seal of said Court, this 18th day of October A. D. 1877.

Frank H. Wolke, Clerk.

Letters of Guardianship.

MINOR HEIRS OF

Nathaniel Fitch

DECEASED.

Matthias Fitch

GUARDIAN.

Duty of Administrators.

Sec. 2260. 2270, R. S. 1881. Inventory to be made and filed in Clerk's office within ninety days from date of appointment.

Sec. 7009. Acts 1883. At the end of one year from the issuing of letters, and notice thereof, or so soon thereafter as the sale notes for personal property shall mature, the executor or administrator shall file in the court issuing his letters, a true and complete account of all the assets of the estate of the decedent which shall have come to his hands, and of all disbursements made by him, and all credits to which he may be entitled; in such account he shall charge himself with the amount of each inventory of personal and real estate filed by him with each item, of principal or in~~terest, or both,~~ collected by ~~him~~ in addition to the amounts thereof, as shown by the inventories and sale bills filed by him, with the profits realized in the sales of property; with the kind and value of all property of the decedent received by him and not inventoried with each claim and amount thereof due the deceased, and not inventoried, and with all income, rents, and other increase of the estate, received by, and chargeable to him as such executor or administrator. He shall also exhibit in such account the total amount of moneys received by him, and the total amounts thereof paid out on account of the estate and the particulars and amount of each claim, due or owing to the estate and remaining unpaid, and his claim for services, expenses, and attorney's fees; such account shall be accompanied by the affidavit of the executor or administrator, subscribed by him, that the account is a true and complete exhibit of his administration of the estate.

Sec. 7012. Acts 1883. It shall be the duty of the judge, on the first day of each term of court, to call the estates pending in court for reports due from executors or administrators, as provided for in this act, and if any executor or administrator, shall fail to file a report when due, such judge shall enter an order that a citation be issued for such executor or administrator, requiring him to make and file such report, if the same is not filed within twenty days, and compel the making and filing of such report by attachment, and the executor or administrator shall be individually liable for all the cost occasioned by such citation and attachment, said citation to be issued within ten days before the next term of court thereafter.

Duty of Guardians.

Sec. 2121 R. S. 1881. It shall be the duty of every guardian of any minor:

First. To make out and file within three months after his appointment, a full inventory, verified by oath, of the real and personal estate of his ward, with the value of the same, and the value of the yearly rent of the real estate; and failing so to do, it shall be the duty of the proper court to remove him, and appoint a successor.

Second. To manage the estate for the best interest of his ward.

Third. To render on oath to the proper court an account of his receipts and expenditures as such guardian, verified by vouchers or proof at least once in every two years; and failing so to do, [he shall] receive no allowance for services, and be liable to his said ward on his bond for ten per cent. in damages on the whole amount of estate, both real and personal, in his hands belonging to such ward.

Fourth. At the expiration of his trust, fully to account for and pay over to the proper person, all of the estate of said ward remaining in his hands.

Fifth. To pay all just debts due from such ward, out of the estate in his hands, and collect all debts due such ward; and in case of doubtful debts, to compound the same, and appear for and defend, or cause to be defended, all suits against such ward.

Sixth. When any ward has no father or mother, or such father or mother is unable, or fails to educate such ward, it shall be the duty of his guardian to provide for him such education as the amount of his estate may justify.

State of Indiana, Allen County, ss:

I, ~~WILLIS D. MAIER,~~ George W Loag. Clerk of the Circuit Court for the County of Allen, in the State of Indiana, do hereby certify that Administration of the Estate of George W Beber late of Allen County, deceased, who died in testate is granted to Matthias Fitch and the said Matthias Fitch having qualified and given Bond as such Administrator is duly authorized to take upon him self the administration of such estate according to law

Witness my Hand and the Seal of said Court,

this 12 day of April 1887

George W Loag.

Clerk Allen Circuit Court.

Mathias made attorney for Nathaniel's heirs:

The undersigned heirs at law of Nathaniel Fitch, deceased, hereby constitute and appoint Matthias Fitch as our true and lawful attorney in fact for us and in our names to lease or rent any unoccupied lands belonging to us as such heirs in the counties of Allen and DeKalb, Indiana, for such time as the lands shall remain unpartitioned, and for us and in our names to collect and receive any and all rents now due or to become due from the lands now occupied, or hereafter to be leased under this authority, to account to us, for all rents so received, whether in money or share of crops. And we hereby satisfy and confirm all which our said attorney shall lawfully do in the premises. Witness our hands and seals this day of August 1877.

Sarah Fitch	Seal	Francelia Fair	Seal
Perry Fitch	Seal	C. N. Fair	Seal
	Seal	Harvey Fitch	Seal
Levi Beers	Seal	Amos Fitch	Seal
Janie Beers	Seal	Sarah E. Fitch	Seal
	Seal	Ida A. Fitch	Seal
	Seal	Emma Fitch	Seal
Jerome D. Gloyd	Seal	Allen Fitch	Seal
Fitelia Gloyd	Seal		Seal

for all rents so received, whether in money or shares of crops.

And we hereby ratify and confirm all which our said Attorney shall lawfully do in the premises

Witness our hands and seals this day of August 1877.

[illegible] Fitch (Seal)
Perry Fitch (Seal)

[illegible] Fair (Seal)
[illegible] (Seal)

SIEMON & BRO
FORT WAYNE
INDIANA

The undersigned heirs at Law of Nathaniel Fitch Deceased, hereby Constitute and appoint Matthias Fitch as our true and lawful Attorney in fact for us and in our names to lease or rent any unoccupied lands belonging to us as such heirs in the Counties of Allen and DeKalb ~~Indiana~~, ~~and the County of Butler, Iowa~~, for such time as the same shall remain unpartitioned, and for us and in our names to collect and receive any and all rents now due or to become due from the lands now occupied, or hereafter to be leased under this authority, to account to us for all rents so received, whether in money or shares of crops.

And we hereby ratify and confirm all which our said Attorney shall lawfully do in the premises

Witness our hands and seals this day of August 1877

[illegible] Fitch (Seal)
Perry Fitch (Seal)
(Seal)
Levi Beers (Seal)
[illegible] F. Beers. (Seal)
(Seal)
(Seal)
Jerome D. Lloyd (Seal)
[illegible] Lloyd (Seal)

[illegible] (Seal)
[illegible] (Seal)
Hardy Fitch (Seal)
[illegible] Fitch (Seal)
Sarah E. Fitch (Seal)
[illegible] A Fitch (Seal)
Emma Fitch (Seal)
[illegible] (Seal)
(Seal)

27
28
29
30
31
32

Inventory List Nathaniel or Mathias

As yet I do not know whose inventory list this is, or could it be a sale list. Some are listed with "Nate and a check mark before them" and others listed with a name like "Baltz and a check mark". Here is the list:

Name	No.	Description of Property	Value
Nate x	1	Two horse wagon, box seat and all	8.00
	2	Spring wagon, seat & fill	3.00
Nate x	3	Grain Cradle	1.00
Baltz x	4	Log chain	75
Nate x	5	Two horse plow, wheel & jointer	3.00
Baltz x	6	Shovel	10
Nate x	7	One horse corn plow	25
	8	Cider Barrel	1.00
Nate x	9	Bunch of old irons	25
	10	Oats, about 40 bushels	10.00
	11	Corn, about 50 bushels, 35 cents bu	17.50
	12	Hay, one half ton	3.00
Nate x	13	Lumber boards	40
Nate x	14	Cross Cut Saw	1.00
Nate x	15	Hay Rack	75
Baltz x	16	Spade	50
	17	Smoker ½ interest	3.00
Baltz x	18	Four tined fork	60
	19	Rone heiffer	14.00
	20	Red Heiffer	18.00
Baltz x	21	Span horses and harness	130.00
Baltz x	22	1/2 of 3/5 of 40 acres of wheat	65.00
Baltz x	23	3/5 of 7 acres	30.00
	24	Wood, 20 cords	10.00
	25	Lumber	12.00
	26	Pig	3.00
	27	Ax & Buck Saw	
		Total	336.10

On another page is says:

Due on settlement	14.40
One day team and 2 hands	3.50
One half day team and hands	1.75
One half day, 2 hands	1.00
One day team and 2 hands	3.50
One day team and 2 hands	3.50
One day team and 2 hands	3.50
One fourth day 2 hands	.50
One day team and 2 hands	3.50

4-3 / 127.96
92.96
31.99

20.257
213.21

233.46
45.00

188.46
8.2

11,30.78 188.46
29.19

14,615.2 217.65

11226
7515.9
81692 215
12412
5.81

Inventory List Nathaniel or Mathias

As yet I do not know whose inventory list this is, or could it be a sale list. Some are listed with "Nate and a check mark before them" and others listed with a name like "Baltz and a check mark". Here is the list:

Name	No.	Description of Property	Value
Nate x	1	Two horse wagon, box seat and all	8.00
	2	Spring wagon, seat & fill	3.00
Nate x	3	Grain Cradle	1.00
Baltz x	4	Log chain	75
Nate x	5	Two horse plow, wheel & jointer	3.00
Baltz x	6	Shovel	10
Nate x	7	One horse corn plow	25
	8	Cider Barrel	1.00
Nate x	9	Bunch of old irons	25
	10	Oats, about 40 bushels	10.00
	11	Corn, about 50 bushels, 35 cents bu	17.50
	12	Hay, one half ton	3.00
Nate x	13	Lumber boards	40
Nate x	14	Cross Cut Saw	1.00
Nate x	15	Hay Rack	75
Baltz x	16	Spade	50
	17	Smoker ½ interest	3.00
Baltz x	18	Four tined fork	60
	19	Rone heiffer	14.00
	20	Red Heiffer	18.00
Baltz x	21	Span horses and harness	130.00
Baltz x	22	1/2 of 3/5 of 40 acres of wheat	65.00
Baltz x	23	3/5 of 7 acres	30.00
	24	Wood, 20 cords	10.00
	25	Lumber	12.00
	26	Pig	3.00
	27	Ax & Buck Saw	
		Total	336.10

On another page is says:

Due on settlement	14.40
One day team and 2 hands	3.50
One half day team and hands	1.75
One half day, 2 hands	1.00
One day team and 2 hands	3.50
One day team and 2 hands	3.50
One day team and 2 hands	3.50
One fourth day 2 hands	.50
One day team and 2 hands	3.50

One day 2 hands, team ½ day	2.75
One day 2 hands	2.00
One day team and 2 hands	3.50
One day team and 2 hands	3.50
One day team and 2 hands	3.50
One day team and 2 hands	3.50
One day 2 hands	2.00
One day hand and team ½ day	1.50
One day one hand	1.00
One hand and team	2.50

Also listed was:

Rack	1.50
Cross Cut Saw	2.00
Wagon	15.00
Shovel Plow	1.00
Grain Cradle	1.50
Dump Boards	1.50
Harrow	4.00
Two Horse plow	

	Jan	[illegible]	[illegible]
Note ✓	1	[illegible]	[illegible]
	2	[illegible]	[illegible]
Note ✓	3	[illegible]	[illegible]
Bal ✓	11	[illegible]	75
Bal ✓	21	[illegible]	[illegible]
	22	[illegible]	55
	23	[illegible]	3
	24	Wood 2 cords	10
	[illegible]	[illegible]	12
	2[illegible]	[illegible]	3
			$136 [illegible]
		[illegible]	

26
14,50
11,50

	√	1	[illegible]	7.5
		2	[illegible]	5
[illegible]	√	3	[illegible]	1.
Balty	√	4	[illegible]	75
Natt	√	5	[illegible] wheel & [illegible]	5
Balty	√	6	Shovel	1
Natt	√	7	Two horse corn plow	25
		8	Cider barrel	1
Natt	√	9	[illegible] old harness	2
		10	Oats about 40 bushels	1
		11	[illegible] 50 bushels 3½ [illegible]	12
		12	[illegible]	3
Natt	√	13	[illegible]	7
Natt	√	14	Cross cut saw	1
Natt	√	15	[illegible]	3
Balty	√	16	Spade	5
		17	[illegible]	3
Balty	√	18	Four tined fork	6
		19	[illegible]	14
		20	[illegible]	1
				12
Balty		22	[illegible]	65
Balty		23	[illegible]	5
		24	Hard 20 cords	10
		25	[illegible]	12
		26	[illegible]	3
			[illegible]	38

No	Description	Value

Section 3
Allen Co.

Emelia Stoner
to
Mathias

Myers to
Preston to
Boger to
Belle Fitch

Holbrook to
Pepple to
John Fitch

Emilia Stoner to Mathias Fitch

This Indenture Witnesseth, that Emilia Stoner, a Widow, of Sanborn County, in the State of South Dakota, in consideration of Four Thousand Eight Hundred ($4800) Dollars the recept whereof is hereby acknowledged, do Grant, Bargain, Sell and Convey to MATTATHIAS FITCH, Heirs and Assigns forever the following Real Estate in Allen County in the State of Indiana and described as follows, to wit:

The North West quarter of Section Number Three (3), Township Number Thirty Two (32) North, Range Number Twelve (12) East; Except a strip across the North End Thirty Rods in Width, containing Thirty (30) acres, and I further except the Easement or Right of Way for Mill Race and Reservoir, as provided for in Quit Claim deed from this Grantor dated November 18th, A.D. 1879 and Recorded November 19th A.D., 1879, in the Office of the Recorder in Allen County in the State of Indiana in Book Number 78 on Page 306 thereof, with all the conditions and agreements as provided in said Quit Claim deed aforesaid, which agreements and conditions in said quit claim deed the grantee herein takes these premises subject too. Together with all the privileges and appurtenances to the same belonging, to have and to hold the same to the said Mattathias Fitch, his heirs and assigns forever. The Grantor her heirs and Assigns hereby covenanting with the Grantee his heirs and assigns, that the title so conveyed is clear, free and unencumbered, that she lawfully seized of the premises aforesaid, as of a sure and indefeasible Estate of Inheritance in Fee Simple, and that she will Warrant and Defend the same against all claims whatsoever. The Hathaway Ditch the grantor excepts and in case it is made or any other Ditch affecting the title to said land the Grantee herein assume the same.

In Witness Whereof, the Grantor has hereunto set her hand and seal this 9th day of January, A.D. 1905

Emilia Stoner

State of South Dakota, Sanborn Co.

Before me, S.A. Ramsey, a Notary Public in and for said County and State, personally came Emilia Stoner, a widow, grantor in the above conveyance, and acknowledged the same to be her voluntary act and deed for the uses and purposes therein mentioned. In Witness Where I have hereunto subscribed my name and affixed my Notarial seal this 9th day of January A.D. 1905

S. A. Ramsey, Notary Public, South Dakota

My commission expires Jan. 8, 1907

Received for record this 19 day of January, 1905 at 11:30 o'clock A.M. and recorded in book No. 182, page 188, George L. Ashley, Recorder Allen County. Duly entered for Taxation this 19th day of January, 1905, J. L. Smith, Auditor Allen County, Indiana.

Randall & Neizer, Attorneys at Law, Fort Wayne, Indiana

WARRANTY DEED.

This Indenture Witnesseth, *That* EMILIA STONER, A WIDOW, #######

of SANBORN, *County, in the State of* SOUTH DAKOTA, *in consideration of* FOUR THOUSAND EIGHT HUNDRED, ($4800,00) Dollars, *the recept whereof is hereby acknowledged, do* Grant, Bargain, Sell and Convey *to* Mattathias Fitch,

WARRANTY DEED.

This Indenture Witnesseth, *That* EMILIA STONER, A WIDOW,#######

of SANBORN, *County, in the State of* SOUTH DAKOTA, *in consideration of* FOUR THOUSAND EIGHT HUNDRED, ($4800,00) **Dollars,** *the recept whereof is hereby acknowledged, do* **Grant, Bargain, Sell and Convey** *to* Mattathias Fitch,

Heirs and Assigns forever, the following **Real Estate** *in* ALLEN *County, in the State of* INDIANA, *and described as follows, to-wit:*

The North West Quarter of Section Number Three (3), Township Number Thirty Two (32) North, Range Number Twelve (12) East; Except a strip across the North End Thirty Rods in Width, containing Thirty (30) acres, and I futher Except the Easement or Right-of-Way for Mill Race and Reservoir, as provided for in Quit Claim deed from this Grantor dated November 18th, A.D.,1879 and Recorded November 19th, A.D.,1879, in the Office of the Recorder in Allen County in the State of Indiana in Book Number 78 on Page 306 thereof, with all the conditions and agreements as provided in said Quit Claim deed aforesaid, which agreements and conditions in said quit claim deed the grantee herein takes these premises subject too.

together with all the privileges and appurtenances to the same belonging.

To Have and to Hold *the same to the said* Mattathias Fitch, his *, Heirs and Assigns forever. The Grantor* her *Heirs and Assigns hereby covenanting with the Grantee* his *Heirs and Assigns, that the title so conveyed is* **CLEAR, FREE AND UNENCUMBERED;** *that* she *lawfully seized of the premises aforesaid, as of a sure and indefeasible* **Estate of Inheritance** *in Fee Simple, and that* she *will* **Warrant and Defend** *the same against all claims whatsoever.* The Hathaway Ditch the grantor excepts and in case it is made or any other Ditch effecting the title to said land the Grantee herein assums the same.

In Witness Whereof, *the Grantor* has *hereunto set* her *hand and seal this* 9th, *day of* January, A.D., 1905.

Emilia Stoner [SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

whatsoever. The Hathaway Ditch the grantor excepts and in case it is made or any other Ditch effecting the title to said land the Grantee herein assums the same.

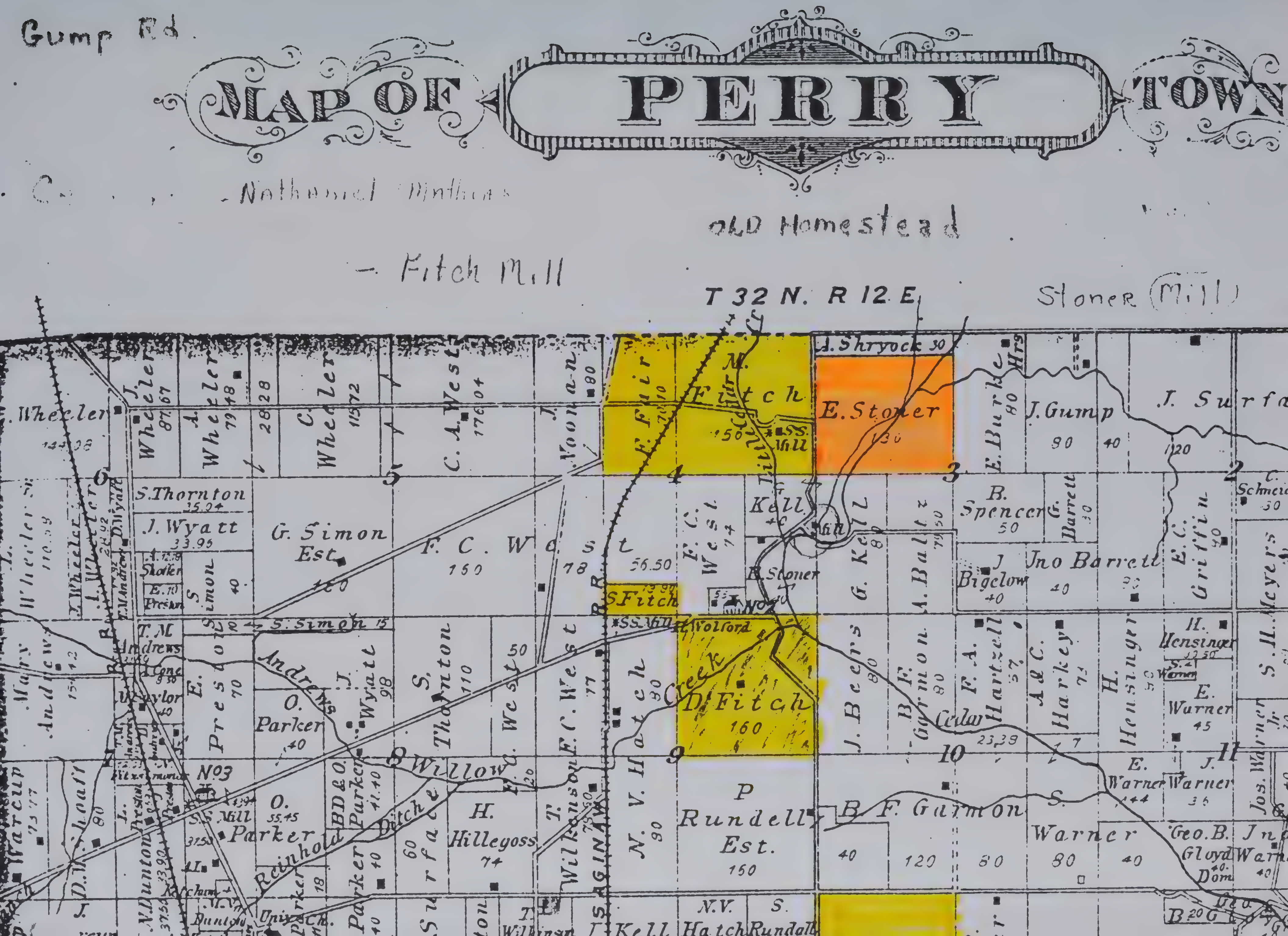
In Witness Whereof, *the Grantor* ha**s** *hereunto set* her *hand and seal this* 9th, *day of* January, A.D., *190*5.

Emilia Stoner [SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]


MAP OF PERRY TOWN
Gump Rd
Nathaniel Minthorn
OLD Homestead
Fitch Mill
Stoner (Mill)
T 32 N. R 12 E.
A. Shryock 30
E. Stoner 130
M. Fitch 150
S.S. Mill
E. Fair 70.10
J. Noonan 80
C. A. West 176.04
C. Wheeler 115.72
A. Wheeler 79.48
J. Wheeler 87.67
Wheeler 144.98
E. Burke 80
J. Gump 90
J. Surfa
S. Thornton 35.04
J. Wyatt 33.95
G. Simon Est.
F. C. West 150
F. C. West 74
Kell
G. Kell 80
A. Baltz 79.50
B. Spencer 50
G. Barrett 30
J. Bigelow 40
Jno Barrett 40
E. C. Griffin 90
C. Schmeid 30
S. Fitch 19.90
E. Stoner
No 2
H. Wolford
S. Simon 15
D. Fitch 160
Creek
Cedar
J. Beers 80
B. F. Garmon 80
F. A. Hartzell 57
A & C. Harkey 74
H. Hensinger 90
H. Hensinger
E. Warner 45
E. Warner 144
J. Warner 36
S. H. Meyers
Jos. Warner
N. V. Hatch 90
F. C. West 77
T. Wilkinson 75.60
S. Thornton 110
J. Wyatt 98
O. Parker 40
E. Preston 70
T. M. Andrews
Willow
Andrews
No 3
S.S. Mill
O. Parker 55.45
BD & O. Parker 41.40
Reinhold Ditch
H. Hillegoss 74
P. Rundell Est. 150
B. F. Garmon
S. Warner 80
Geo. B. Gloyd
N. V. Hatch
S. Rundell
J. Kell
SAGINAW
R. R.
Marx Andrews
D. W. Schnall
Marcup
N. Dunton
Dunton
Union Sch.
1
2
3
4
5
6
8
9
10
11

STATE OF ~~INDIANA~~ SOUTH DAKOTA, SANBORN COUNTY, SS:

Before me, S.A.RAMSEY, a NOTARY PUBLIC in and for said County and State, personally came EMILIA STONER, A WIDOW, ________, grantor in the above conveyance, and acknowledged the same to be her voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof, *I have hereunto subscribed my name and affixed my* Notarial seal this 9th, day of January, A. D. 1905.

S A Ramsey

My Commission Expires Jauary 8th, A.D.,1907.
Notary Public, South Dakota.

STATE OF INDIANA, ________ COUNTY, SS:

Before me, ________, a ________ in and for said County and State, personally came ________ ________, grantor in the above conveyance, and acknowledged the same to be ________ voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof, *I have hereunto subscribed my name and affixed my* ________ seal, this ________ day of ________, A. D. 190__

---

1 23 Mail C E.

Warranty Deed.

Emilia Stoner

TO

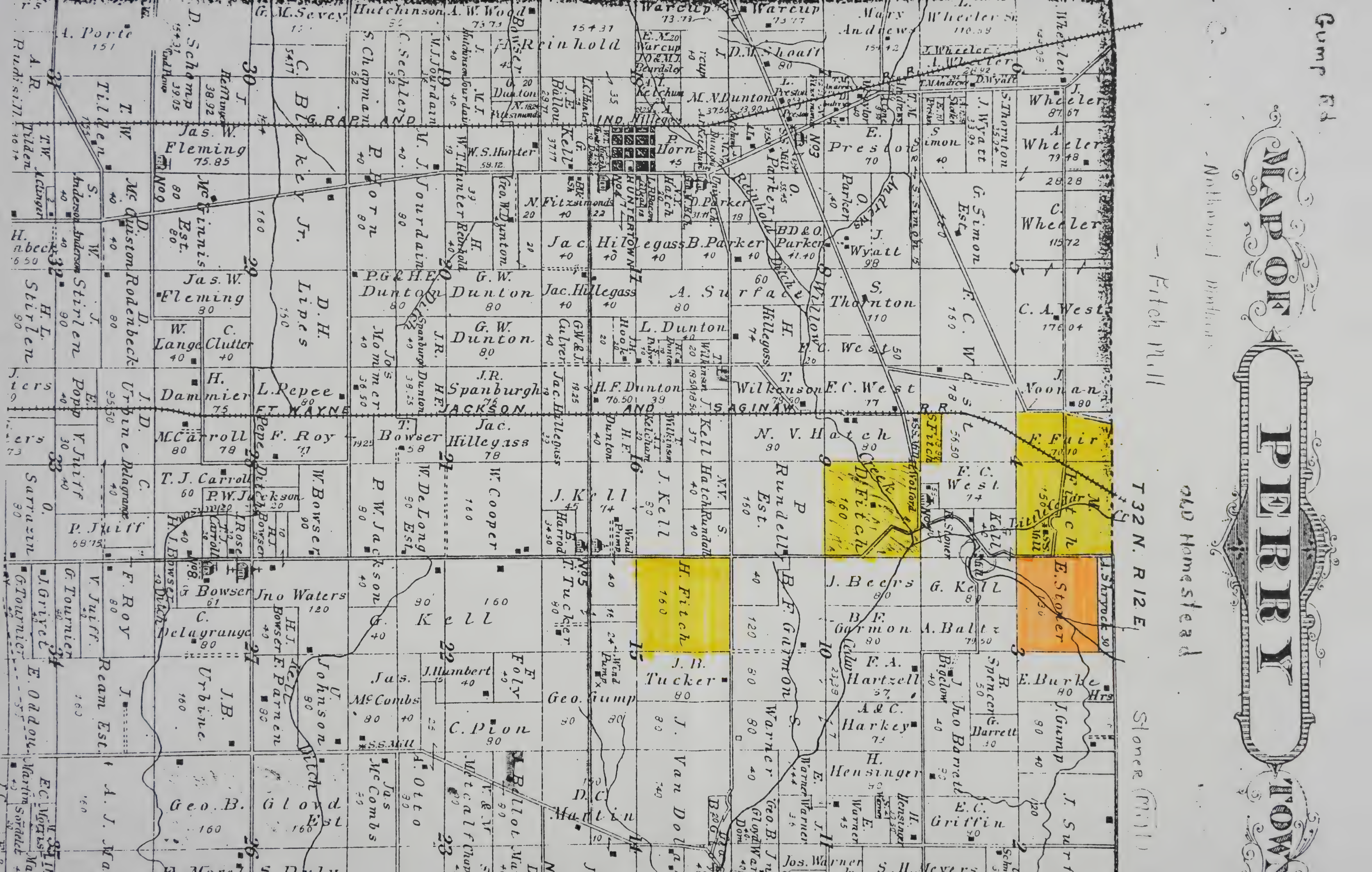
Mattathias Fitch.

Received for record this 19 day
of January, 1906
at 11-30 o'clock a M. and recorded
in Book No. 182 page 188
GEORGE L. ASHLEY,
Recorder Allen County.

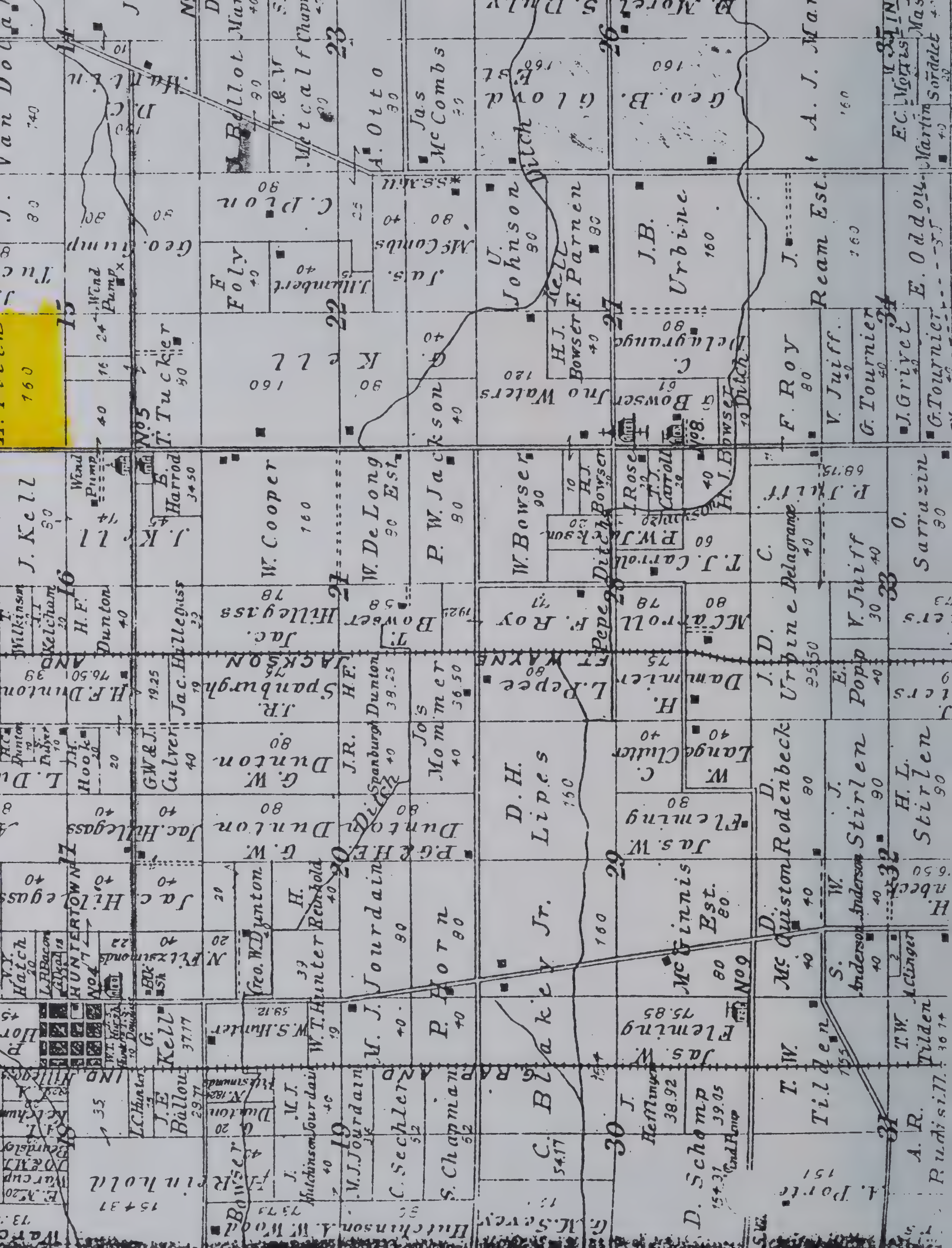
Duly entered for taxation this 19"
day of January 1905
J L Smith
Auditor Allen County.

RANDALL & NIEZER,
ATTORNEYS AT LAW,
Rooms 5, 6, 7, 8, Bass Block.
FORT WAYNE, INDIANA.

PRESS OF CLEARY & BAILEY



MAP OF
PERRY
TOWN
T 32 N. R 12 E.
Gump Rd
Fitch Mill
Old Homestead
Stoner Mill
G. R. RAP. AND IND.
FT. WAYNE JACKSON AND SAGINAW R.R.
HUNTERTOWN
Warcup 73.73
Mary Andrews 154.12
Wheeler S. 110.59
J. Wheeler
J. Wheeler 87.67
A. Wheeler 79.48
C. Wheeler 115.72
C. A. West 176.04
J. Noonan 80
E. Fair 78.10
H. Fitch 150
E. Stoner 150
J. Shryock 30
E. Burke 80
J. Gump
J. Surf
G. Simon Est.
F. C. West 150
F. C. West 74
S. Thornton 110
J. Wyatt 98
E. Preston 70
M. N. Dunton
D. M. Shoaff 80
H. Reinhold
A. W. Wood 73.73
G. M. Sevey
Hutchinson
A. Porte 151
D. Schamp
J. Heffinger
Jas. W. Fleming 75.85
Jas. W. Fleming 80
T. W. Tilden
A. R. Rudisill
C. Blakey Jr.
S. Chapman
C. Sechler
W. J. Jourdain
P. Horton 80
W. S. Hunter 59.12
W. T. Hunter
H. Reinhold
N. Fitzsimonds 20
Jac. Hillegass 40
B. Parker 40
BD & O. Parker 41.40
A. Surface 80
Willow Ditch
P. G. & H. E. Dunton 80
G. W. Dunton 80
G. W. Dunton 80
Jac. Hillegass 40
L. Dunton
H. F. Dunton 76.50
T. Wilkinson 73.60
F. C. West 77
N. V. Hatch 80
J. R. Spanburgh 76
Jac. Hillegass 78
T. Bowser 58
F. Roy 71
McCarroll 80
H. Dammier 75
L. Pepee 80
W. Lange 40
C. Clutter 40
D. H. Lipes 150
D. Rodenbeck
J. D. McQuiston
H. L. Stirlen 90
J. Stirlen
T. J. Carroll 60
P. W. Jackson 20
P. W. Jackson 90
W. Bowser 90
W. DeLong Est. 90
W. Cooper 160
J. Kell 45
J. Kell 80
P. Rundell Est. 160
D. Fitch 160
S. Fitch
Little Cedar Creek
G. Kell 80
J. Beers 80
B. F. Garmon 80
A. Baltz 79.50
B. F. Garmon
H. Fitch 160
J. B. Tucker 80
J. Van Dol
T. Tucker
G. Kell 160
Jno Waters 120
G. Bowser 61
C. Delagrange 80
P. Juiff 68.75
V. Juiff
G. Tournier
F. Roy 80
J. Ream Est.
E. Oddou
J. B. Urbine 160
F. Parnen
U. Johnson
Johnson Ditch
Jas. McCombs 80
J. Humbert 40
F. Foly 40
C. Pion 80
Geo. Gump 80
F. A. Hartzell 57
A. & C. Harkey 71
H. Hensinger
Jno Barrett
R. Spencer 50
G. Barrett
E. C. Griffin 40
Geo. B. 160
G. Lloyd Est.
Jas. McCombs
A. Otto
Metcalf
D. C. Martin
Geo. B. Warner
Jos. Warner
E. Warner
S. S. Mill
Wind Pump
Sections 30, 29, 19, 20, 18, 17, 16, 9, 8, 6, 5, 4, 3, 10, 15, 14, 11, 2, 21, 22, 23, 26, 27, 28, 31, 32, 33, 34



J. Van Doo
D. C. Hartley
J. Bellot
V. & W. Metcalf
A. Otto
Jas. McCombs
Geo. B. Gilord
A. J. Mar
E. C. Martin
C. P. Lon
Geo. Lump
Wind Pump
S. S. Hill
McCombs
Jas. J. Humbert
F. Foly
U. Johnson
F. Parnen
J. B. Urbine
J. Ream Est.
E. Oddou
T. Tucker
Kell
Johnson Ditch
H. J. Bowser
C. Delagrange
F. Roy
V. Juiff
G. Tournier
J. Grivet
G. Tournier
Jackson
Jno Waters
G. Bowser
H. J. Bowser
Ditch
No. 5
No. 8
J. Kell
B. Harrod
W. Cooper
W. De Long Est.
P. W. Jackson
W. Bowser
H. J. Bowser
J. Rose
J. J. Carroll
P. W. Jackson
H. J. Bowser
P. J. Juiff
T. J. Carroll
C. Delagrange
V. Juiff
O. Sarrazin
Wilkinson
Ketcham
H. F. Dunton
Jac. Hillegass
T. Bowser
F. Roy
Pepe
McCarroll
J. D. Urbine
V. Juiff
FT. WAYNE AND JACKSON
H. F. Dunton
Jac. Hillegass
J. R. Spanburgh
H. F. Dunton
Jos. Mommer
L. Pepee
H. Dammier
E. Popp
L. Dunton
J. H. Hook
G. W. & J. Culver
G. W. Dunton
J. R. Spanburgh
D. H. Lipes
C. Clutter
W. Lange
D. Rodenbeck
J. Stirlen
H. L. Stirlen
Jac. Hillegass
G. W. Dunton
Dunton Ditch
P. G. & H. E. Dunton
Jas. W. Fleming
H. Rembold
Geo. W. Dunton
J. Jourdain
P. Horn
C. Blakey Jr.
McGinnis Est.
D. McQuiston
W. Anderson
Anderson
H. Lubeck
N. J. Hatch
L. R. Bacon
HUNTERTOWN
No. 4
N. Fitzsimonds
J. Hunter
No. 9
McGinnis
S. Anderson
J. Aclinger
G. Kell
W. S. Hunter
W. T. Hunter
M. J. Jourdain
Jas. W. Fleming
T. W. Tilden
T. W. Tilden
IND
G. R. R. AND IND
J. E. Ballou
L. C. Hunter
Dunton
M. J. Jourdain
C. Sechler
S. Chapman
C. Blakey Jr.
J. Hemmger
D. Schomp
Gnd Pump
A. R. Rudisill
J. Bowser
H. Reinhold
J. Hutchinson
M. J. Jourdain
E. Marcup
Hutchinson
A. W. Wood
M. S. Sever
J. Porte
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Mathias to Emilia Stoner

This Indenture Witnesseth, that Mathias Fitch of Allen County, in the State of Indiana Mortgage and Warrant to Emilia Stoner of Sanborn County, in the State of South Dakota for the sum of Forty-eight Hundred ($4800) dollars the following real estate situate in Allen County, and State of Indiana and described as follows to wit:

The North West quarter of Section Number Three (3), Township Number Thirty-two (32) North, Range Number Twelve (12) East; except a strip across the north end Thirty (30) rods in width containing Thirty (30) acres, and except the easment or right of way for mill-race and reservoir, as provided for in quit claim deed executed by said mortgagee, dated November 18, 1879 and recorded November 19, 1879 in the office of the Recorder in Allen County aforesaid in Book No. 78, page 306, thereof; with all the conditions and agreements as provided in said quit claim deed aforesaid, which agreements and conditions in said quit claim deed the morgagee herein takes these premises subject to.

This mortgage is given to secure the payment of the whole sum of purchase money for the above described real estate and three (3) acres more or less in the south part of Section Thirty-four (34) Township Thirty-three (33) North of Range Twelve (12) East in DeKalb County, Indiana.

And it is further agreed that said mortgagor may deduct from the debt above secured a sufficient sum to pay off tax liens now existing on said real estate, including any sum that may be necessary to redeem any of said land from tax sales thereon, including the redemption of said three acre tract from U. M. Swasegood who holds a tax deed for said Three acres at this time.

To secure the payment of the following described Notes, to-wit: Four Promissory Notes of date herewith for $1200.00 each due on or before October 1, 1905, Oct. 1, 1906, Oct. 1, 1907, and Oct. 1, 1908 with five per cent interest per annum payable annually. Privilege is hereby granted said mortgagor of paying any sum on said notes at any time. And the mortgagor expressly agree to pay the sums of money above secured and Attorney's fees, all without relief from valuation or appraisement laws.

In Witness Whereof, the Mortgagor has hereunto set his hand and seal this 18th day of January, 1905

Mathias Fitch

Received for Record the 6 day of February, 1905, at 8:15 o'clock A.M. and recorded in Record 128, page 240, George L. Ashley, Recorder Allen County

Mortgage written by James E. Rose, Attorney, Auburn, Indiana

Mathias to Emilia Stoner

This Indenture Witnesseth, that Mathias Fitch of Allen County, in the State of Indiana Mortgage and Warrant to Emilia Stoner of Sanborn County, in the State of South Dakota for the sum of Forty-eight Hundred ($4800) dollars the following real estate situate in Allen County, and State of Indiana and described as follows to wit:

The North West quarter of Section Number Three (3), Township Number Thirty-two (32) North, Range Number Twelve (12) East; except a strip across the north end Thirty (30) rods in width containing Thirty (30) acres, and except the easment or right of way for mill-race and reservoir, as provided for in quit claim deed executed by said mortgagee, dated November 18, 1879 and recorded November 19, 1879 in the office of the Recorder in Allen County aforesaid in Book No. 78, page 306, thereof; with all the conditions and agreements as provided in said quit claim deed aforesaid, which agreements and conditions in said quit claim deed the morgagee herein takes these premises subject to.

This mortgage is given to secure the payment of the whole sum of purchase money for the above described real estate and three (3) acres more or less in the south part of Section Thirty-four (34) Township Thirty-three (33) North of Range Twelve (12) East in DeKalb County, Indiana.

And it is further agreed that said mortgagor may deduct from the debt above secured a sufficient sum to pay off tax liens now existing on said real estate, including any sum that may be necessary to redeem any of said land from tax sales thereon, including the redemption of said three acre tract from U. M. Swasegood who holds a tax deed for said Three acres at this time.

To secure the payment of the following described Notes, to-wit: Four Promissory Notes of date herewith for $1200.00 each due on or before October 1, 1905, Oct. 1, 1906, Oct. 1, 1907, and Oct. 1, 1908 with five per cent interest per annum payable annually. Privilege is hereby granted said mortgagor of paying any sum on said notes at any time. And the mortgagor expressly agree to pay the sums of money above secured and Attorney's fees, all without relief from valuation or appraisement laws.

In Witness Whereof, the Mortgagor has hereunto set his hand and seal this 18th day of January, 1905

Mathias Fitch

Received for Record the 6 day of February, 1905, at 8:15 o'clock A.M. and recorded in Record 128, page 240, George L. Ashley, Recorder Allen County

Mortgage written by James E. Rose, Attorney, Auburn, Indiana

This Indenture Witnesseth, *That* Mathias Fitch

of Allen *County, in the State of* Indiana

Mortgages and Warrants to Emilia Stoner

of Sanborn *County, in the State of* S. Dakota *for the sum*

of Forty-eight Hundred-------------($4800.00)-----------------*dollars.*

the following REAL ESTATE, *situate in* Allen *County, and State of* Indiana, *and described as follows, to-wit:* The North-west quarter of Section Number Three (3), Township Number Thirty-two (32) North, Range Number Twelve (12) East; except a strip across the north end Thirty (30) rods in width containing Thirty (30) acres, and except the easment or right of way for mill-race and reservoir, as provided for in quit claim deed executed by said mortgagee, dated November 18, 1879 and recorded November 19, 1879 in the office of the Recorder in Allen county aforesaid in Book No. 78 on pge 306 thereof; with xxx all the conditions and agreements as provided in said quit claim deed aforesaid, which agreements and conditions in said quit claim deed the mortgagee herein takes these premises subject to.

This mortgage is given to secure the payment of the whole sum of purchase money for the above described real estate and three (3) acres more or less in the south part of Section Thirty-four (34), Township Thirty-three (33) North of Range Twelve (12) East in DeKalb county, Indiana

And it is further agreed that said mortgagor may deduct from the debt above secured a sufficient sum to pay off tax liens now existing on said real estate, includinh any sum that may be necessary to redeem any of said land from tax sales thereon, including the redemption of said Three acre tract from U. M. Swasegood who holds a tax deed for said Three acres at this time.

To secure the payment of the following described Notes, to-wit: four *Promissory Note of date herewith* for $1200.00 each due on or before Oct. 1, 1905, Oct. 1, 1906, Oct. 1, 1907 and Oct. 1, 1908 with % five per cent interest per annum payable annually. Privilege is hereby granted said mortgagor of paying any sum on said notes at any time.

And the Mortgagor expressly agree to pay the sums of money above secured and Attorney's fees, all without relief from valuation or appraisement laws.

In Witness Whereof, *the Mortgagor has hereunto set* his *hand and seal,*

this 18th *day of* January, *190* 5.

Mathias Fitch SEAL

SEAL

SEAL

SEAL

[illegible] Drake! 2
[illegible]

MORTGAGE.

Mathias Filch

TO

Amilia Stoner

RECEIVED FOR RECORD.

The 11 day of Feb. 190 5

at 8-15 o'clock a M., and recorded in

Record 128, Page 240

GEORGE L. ASHLEY Recorder
Allen County

Fees $

JAMES E. ROSE, ATTORNEY,
AUBURN, IND.

S. A. Ramsey,
Attorney at Law,
Woonsocket, S. D.

January 23d, 1905.

Mr. M. Fitch, Huntertown,
Ind.

My Dear Sir:-

Mother handed me your letter to read and she wishes me to write to you and ask you if the wife should sign the Mortgage with the husband in your state, and if so would not be as well for her to sign with you? I futher notice the clause in the Mortgage in reference to the three acres and that some one has a tax deed on the same. Mother says that she has always kept her taxes paid up in full and I herewith send to you all the taxes receipts that she could find, some are mislaid but she knows of no one haveing any taxes deed on this land. I herewith send you the Tax deed that she holds for this land you will have to get it recorded and take the recording fees out of money that may be coming to Mother.

I also call your attention to the clauses in the Mortgage in reference to the Three acres now I wish you would eliminate all in reference to that for the reason that all we give you is a quit claim deed to that and do not Warrant any thing in that three acres. and for us to agree to clear of some one that holds a tax deed to the land it might costs two or three hundred dollars to do this more than the land is worth and I wish you to strike out all in reference to that land and as soon as our quit claim deed gets here we will forward it to you, and when you get the mortgage fixed as I have indicted, Please send it to Mother ,

Yours truly.
S. A. Ramsey

Mail to C. V. [illegible]
Woonsocket,
R. I.

2

MORTGAGE.

Mathias Fitch

TO

Amilia Stoner

RECEIVED FOR RECORD.

The 6 day of Feb. 1905

at 8-15 o'clock a M., and recorded in

Record 128, Page 240

GEORGE L. ASHLEY Recorder
allen County

Fees $

JAMES E. ROSE, ATTORNEY,
AUBURN, IND.

State of Indiana, DeKalb County, ss:

Before me Price D. West *a Notary Public in and for said County, this* 18th *day of* January, *1905, personally appeared* Mathias Fitch

and acknowledged the execution of the above deed.

WITNESS, my hand and Notarial Seal
this 18th *day of* January *1905*

Price D. West,
NOTARY PUBLIC.

My commission expires on the 29th *day of* August, *1908*

S. A. Ramsey,
Attorney at Law,
Woonsocket, S. D.

January 23d, 1905.

Mr. M. Fitch, Huntertown,
Ind.

My Dear Sir:-

Mother handed me your letter to read and she wishes me to write to you and ask you if the wife should sign the Mortgage with the husband in your state, and if so would not be as well for her to sign with you? I futher notice the clause in the Mortgage in reference to the three acres and that some one has a tax deed on the same. Mother says that she has always kept her taxes paid up in full and I herewith send to you all the taxes receipts that she could find, some are mislaid but she knows of no one haveing any taxes deed on this land. I herewith send you the Tax deed that she holds for this land yu will have to get it recorded and take the recording fees out of money that may be coming to Mother.

I also call your attention to the clauses in the Mortgage in reference to the Three acres now I wish you would eliminate all in reference to that for the reason that all we give you is a quit claim deed to that and do not Warrant any thing in that three acres. and for us to agree to clear of some one that holds a tax deed to the land it might costs two or three hundred dollars to do this more than the land is worth and I wish you to strike out all in reference to that land and as soon as our quit claim deed gets here we will forward it to you, and when you get the mortgage fixed as I have indicted, Please send it to Mother ,

Yours truly.
S. A. Ramsey

Emilia Stoner to Mathias

This Indenture Witnesseth that EMILIA STONER, a widow, Luella A. Ramsey, and S. A. Ramsey, her husband, Minnie A. Stoner, a single person, and John B. Stoner and Ella Stoner, his wife of Sanborn County, in the State of South Dakota, Release and Quit Claim to MATHIAS FITCH of Allen County, in the State of Indiana, for and in consideration of One _______________ Dollars, the following described Real Estate in DeKalb County, State of Indiana, to-wit:

In Middle Part East side South West Quarter Section Thirty-Four (34) Township Thirty Three (33) North of Range Twelve (12) East, DeKalb County, Indiana, containing six (6) acres: Except two Acres (???) in said description that the grantor, Emilia Stoner had heretofore deeded and transferred.

In Witness Whereof, the said Emilia Stoner, a widow, Luella A. Ramsey and S. A. Ramsey, her husband, Minnie A. Stoner, a single person, and John B. Stoner and Ella Stoner, his wife, have hereunto set their hands and seals this 7th day of February, 1905.

Emilia Stoner
Luella A. Ramsey
S. A. Ramsey

Minnie A. Stoner
John B. Stoner
Ella Stoner

State of South Dakota, Sanborn County, SS
Before me, the undersigned, a Notary Public in and for said County, this 7th day of February, 1905, personally appeared Emilia Stoner, a widow, Minnie A. Stoner, a single person, John B. Stoner and Ella Stoner, his wife, acknowledged the execution of the annexed deed. Witness my hand and official seal.

S. A. Ramsey, January 8, 1907

State of South Dakota, Sanborn County, SS
Be it Remembered that on this the 7th day of February A.D. 190t, before me H. J. Hobert, a Notary Public in and for the County of Sanborn, South Dakota, personally appeared Luella A. Ramsey and S. A. Ramsey, her husband, well know to me to be the persons who are described in and who executed the within and foregoing instrument and severally duly acknowledged to me that they executed the same freely. In Witness Whereof I have hereunto set my hand and official seal at said County the day and year first above written. H. J. Hobart, Notary Public in and for Sanborn County, South Dakota. My commission expires on the 13th April 1907.

Quit Claim Deed, 629
Duly entered for Taxation, Transferred for Taxation, March 21, 1905, H. D. Boozer, Auditor. Received for Record the 21 day of March 1905 at 1 o'clock P. M. and recorded in Deed Record 69 page 251 of DeKalb County, J. W. Henderson, Recorder of DeKalb County, Indiana. $1.00 paid.

629.

1899 SERIES.

Must be Transferred before Recording. (R. S. 1881.)

QUIT CLAIM DEED.

FROM

TO

DULY ENTERED FOR TAXATION.

Transferred for Taxation by

MAR 21 1905 Auditor

of H. D. Boozer County,

Auditor

RECEIVED FOR RECORD

The 21 day of March 1905

at 1 o'clock P M., and recorded in

Deed Record 69 Page 251

of DeKalb County.

J. W. Henderson Recorder of

DeKalb County, Indiana.

Must be recorded within 45 days. [R. S. 1881,]

$1.00 Paid

Copyright 1899, and for sale by T. B. Reeder, Ind'polis, Ind.

South Dakota.

State of South Dakota,)
: ss.
County of Sanborn.)

Be it Remembered, that on this the 7th, day of February A.D., 1905, before me H.J.Hobert, a Notary Public in and for the County of Sanborn, South Dakota, personally appeared Luella A. Ramsey and S.A.Ramsey, her husband, well know to me to be the persons who are described in and who executed the within and foregoing instrument and severally duly acknowledged to me that they executed the same freely.

In Witness Whereof I have hereunto set my hand and official seal at said county the day and year first above written.

H.J. Hobart

Notary Public in and for Sanborn County

South Dakota.

My Commission expires on the 13th April 1907.

629.

1899 SERIES.

Must be Transferred before Recording. (R. S. 1881.)

QUIT CLAIM DEED.

FROM

TO

DULY ENTERED FOR TAXATION.

Transferred for Taxation by

MAR 21 1905 Auditor

of H. D. Boozer Auditor County,

RECEIVED FOR RECORD

The 21 day of March 1905

at 1 o'clock P M., and recorded in

Deed Record 69 Page 251

of DeKalb County.

J. W. Henderson · Recorder of

DeKalb County, Indiana.

Must be recorded within 45 days. [R. S. 1881.]

$1.00 Paid

Copyright 1899, and for sale by T. B. Reeder, Ind'polis, Ind.

My Commission expires on the 13th April 1907.

Emilia Stoner and Mathias

State of Indiana, County of Allen, SS

I, Emilia Stoner, of Woonsocket, Sanborn County, State of South Dakota, do hereby certify that a certain Indenture of Mortgage bearing the date the 18th day of January A.D. 1905, made and executed by Mathias Fitch, of Allen County, State of Indiana, covering the following described property to-wit: The North West Quarter of Section number Three (3) Township Number Thirty Two (32), North of Range Nuber Twelve (12), East; except a strip across the north end Thirty (30 rods in width containing Thirty (30) acres, and except the easment or right of way for Mill race and reservoir, as provided for in quit claim deed executed by said mortgagee, dated November 18, 1879, and recorded November 19, 1879 in the office of the Recorder in Allen County aforesaid, in Book No. 78 on page 306 thereof; with all the conditions and agreements as provided in said quit claim deed aforesaid, which agreements and conditions in said quit claim deed the mortgagee herein takes these premises, and recorded in the office of the Recorder of Deeds in and for Allen County, in the State of Indiana, in Book No. 128 at page 240 thereof, on the 6th day of February, 1905, at 8:15 o'clock a.m. on said date, is with the notes accompanying it FULLY PAID AND SATISFIED,

And the Recorder of Deeds in said County, is hereby authorized and directed to discharge the same upon the records thereof according to the statutes in such case provided.

In Testimony Whereof I have hereunto set my hand and seal this the 8th day of April A.D. 1907.

Emilia Stoner, Mortgagee

State of South Dakota
County of Sanborn

On this the 8th day of April 1907, before me, S. A. Ramsey, a Notary Public in and for said county and state, personally appeared Emilia Stoner, well known to me to be the person who is described in, and executed the within and foregoing instrument and acknowledged to be that she executed the same freely.

S. A. Ramsey, Notary Public

Mortgage Rec. 138 Recorded
Page 341, April 13, 1907
George L. Ashley, Recorder, Allen County, Indiana

NOTE—All names should be written and signed in full, and not by their initials. If the party who signs the instrument is single, so state. If heirs, state the whole number of them and whose heirs, and how they acquired their title, if by will or otherwise.

THIS INDENTURE WITNESSETH That Emilia Stoner a widow, Luella A Ramsey and S. A. Ramsey, her husband, Minnie A. Stoner a single person, and John B. Stoner and Ella Stoner his wife

of Sanborn County, in the State of South Dakota

RELEASE AND QUIT CLAIM To Mathias Fitel

of Allen County, in the State of Indiana

for and in consideration of One 00/100 DOLLARS,

the following described REAL ESTATE in De Kalb County.

State of Indiana, to-wit:

In Middle Part East side South west quarter Section Thirty Four (34). Township Thirty Three (33) North of Range Twelve (12) East De Kalb County, Indiana, containing Six (6) acres: Except Two acres in said discription that the grantor, Emilia Stoner, had heretofore deeded and transfered

IN WITNESS Whereof, the said Emilia Stoner, a widow, Luella A. Ramsey and S. A. Ramsey, her husband, Minnie A. Stoner, a single person, and John B. Stoner and Ella Stoner his wife have hereunto set their hand and seal, this 7th day of February 1905

Emilia Stoner (Seal.)
Luella A. Ramsey (Seal.)
S. A. Ramsey (Seal.)

Minnie A Stoner (Seal.)
John B Stoner (Seal.)
Ella Stoner (Seal.)

STATE OF South Dakota ~~INDIANA~~, Sanborn County, ss. Before me, the undersigned, a Notary Public in and for said County, this 7th day of February ~~day of~~, 1905, personally appeared Emilia Stoner, a widow, Minnie A. Stoner, a single person, John B. Stoner and Ella Stoner his wife, and acknowledged the execution of the annexed deed. Witness my hand and official seal

As per Acts of 1899. My Commission expires January 8th 1907.

S. A. Ramsey
NOTARY PUBLIC.

INDIANA LEGAL BLANK CO., INDIANAPOLIS, IND.

Emilia Stoner and Mathias

State of Indiana, County of Allen, SS

I, Emilia Stoner, of Woonsocket, Sanborn County, State of South Dakota, do hereby certify that a certain Indenture of Mortgage bearing the date the 18th day of January A.D. 1905, made and executed by Mathias Fitch, of Allen County, State of Indiana, covering the following described property to-wit: The North West Quarter of Section number Three (3) Township Number Thirty Two (32), North of Range Nuber Twelve (12), East; except a strip across the north end Thirty (30 rods in width containing Thirty (30) acres, and except the easment or right of way for Mill race and reservoir, as provided for in quit claim deed executed by said mortgagee, dated November 18, 1879, and recorded November 19, 1879 in the office of the Recorder in Allen County aforesaid, in Book No. 78 on page 306 thereof; with all the conditions and agreements as provided in said quit claim deed aforesaid, which agreements and conditions in said quit claim deed the mortgagee herein takes these premises, and recorded in the office of the Recorder of Deeds in and for Allen County, in the State of Indiana, in Book No. 128 at page 240 thereof, on the 6th day of February, 1905, at 8:15 o'clock a.m. on said date, is with the notes accompanying it FULLY PAID AND SATISFIED,

And the Recorder of Deeds in said County, is hereby authorized and directed to discharge the same upon the records thereof according to the statutes in such case provided.

In Testimony Whereof I have hereunto set my hand and seal this the 8th day of April A.D. 1907.

Emilia Stoner, Mortgagee

State of South Dakota
County of Sanborn

On this the 8th day of April 1907, before me, S. A. Ramsey, a Notary Public in and for said county and state, personally appeared Emilia Stoner, well known to me to be the person who is described in, and executed the within and foregoing instrument and acknowledged to be that she executed the same freely.

S. A. Ramsey, Notary Public

Mortgage Rec. 138 Recorded
Page 341, April 13, 1907
George L. Ashley, Recorder, Allen County, Indiana

State of Indiana,)
: ss.
County of Allen.)

I, Emilia Stoner, of Woonsocket, Sanborn County, State of South Dakota, do hereby certify that a certain Indenture of Mortgage bearing date the I8th day of JanuaryA. D. I905, made and executed by Mathias Fitch, of Allen County, State of Indiana, covering the follow

State of Indiana,)
: ss.
County of Allen.)

I, Emilia Stoner, of Woonsocket, Sanborn County, State of South Dakota, do hereby certify that a certain Indenture of Mortgage bearing date the I8th day of JanuaryA. D. I905, made and executed by Mathias Fitch, of Allen County, State of Indiana, covering the follow ing described property to-wit: The North West Quarter of Section number Three (3), Township Number Thirty Two (32), North of Range Number Twelve (I2), East; except a strip across the north end Thirty (30)rods in width containing Thirty (30) acres, and except the easment or right of way for mill-race and reservoir, as provided for in quit claim deed executed by said mortgagee, dated November I8, I879, and recorded November I9, I879 in the office of the Recorder in Allen county aforesaid, in Book No. 78 on page 306 thereof; with all the conditions and agreements as provided in said quit claim deed aforesaid, which agreements and conditions in said quit claim deed the mortgagee herein takes these premises, and recorded in the office of the Recorder of Deeds in and for Allen County, in the State of Indiana, in Book No.I28 at page 240 thereof, on the 6th day of February, I905, at 8:I5 o'clock A. M. on said date. is with the notes accompanying it FULLY PAID AND SATISFIED,

And the Recorder of Deeds in said County, is hereby authorized and directed to discharge the same upon the records thereof according to the statutes in such case provided.

In Testimony Wherof I have hereunto set my hand and seal this the 8th day of April A. D. I907.

Emilia Stoner.
Mortgagee.

State of South Dakota,)
: ss.
County of Sanborn.) On this the 8th day of April I907,

before me, S. A. Ramsey, a notary public in and for said county and state, personally appeared Emilia Stoner, well known to me to be the person who is described in, and executed the within and foregoing instrument and acknowledged to me that she executed the same freely.

S. A. Ramsey
Notary Public.

the 8th day of April A. D. 1907.

Emilia Stoner

Mortgagee.

State of South Dakota,)
: ss.
County of Sanborn.) On this the 8th day of April 1907,

before me, S. A. Ramsey, a notary public in and for said county and state, personally appeared Emilia Stoner, well known to me to be the person who is described in, and executed the within and foregoing instrument and acknowledged to me that she executed the same freely.

S. A. Ramsey

Notary Public.

corner of said quarter section; thence North on the West line of said Section, fourteen (14) rods and three (3) feet; thence East parallel with the North line of said Section to a point, from which said point a line running parallel with the West line of said Section drawn South fourteen (14) rods and three (3) feet to a point and from said latter point West to the place of beginning, will contain exactly one (1) acre of land.

The acre of land hereby released from the operation of said mortgage is the identical one acre this day conveyed by said Israel Myers and wife to Willis B. Preston and Nannie B. Preston, husband and wife.

ortgage

Book 138 Recorded

Page 341 APR 28 [illegible]

-- PARTIAL RELEASE. --

This Instrument Witnesseth that the undersigned Eliza J. Myers, for value received, hereby releases the acre of land hereinafter more particularly described, from the lien of a certain mortgage executed to the undersigned, the said Eliza J. Myers, which said mortgage is dated April 10, 1907 and was executed by Israel Myers and Catharine Myers, and appears of record in Book 138, page 334 of the Mortgage Records in the Recorder's Office of Allen County, Indiana.

The acre of land hereby intended to be released being more particularly described as that part of the North West quarter of Section Three (3), Township Thirty-two (32), North, Range Twelve (12) East, Allen County, Indiana, described as follows; Commencing on the West line of said Section at a point seven (7) chains and fifty (50) links South of the North West corner of said quarter section; thence North on the West line of said Section, fourteen (14) rods and three (3) feet; thence East parallel with the North line of said Section to a point, from which said point a line running parallel with the West line of said Section drawn South fourteen (14) rods and three (3) feet to a point and from said latter point West to the place of beginning, will contain exactly one (1) acre of land.

The acre of land hereby released from the operation of said mortgage is the identical one acre this day conveyed by said Israel Myers and wife to Willis B. Preston and Nannie B. Preston, husband and wife.

It being expressly understood that the mortgage above referred to, as to the remainder of the land in said mortgage described shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned has hereunto set her hand and seal, this 6th day of May, 1907.

Eliza J. Myers (Seal.)

It being expressly understood that the mortgage above referred to, as to the remainder of the land in said mortgage described shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned has hereunto set her hand and seal, this 6th day of May, 1907.

Eiyd J McMyers (Seal.)

This Indenture Witnesseth that ISRAEL MYERS and CATHARINE MYERS, his wife, Convey and Warrant to WILLIS B. PRESTON AND NANNIE B. PRESTON, husband and wife, for the sum of Four Hundred Dollars the following real estate, in Allen County, Indiana, to wit:

That part of the North West Quarter of Section Three (3) Township Thirty-two (32), North, Range Twelve (12) East, described as follows: Commencing on the West line of said Section at a point, seven (7) chains and fifty (50) links South of the North West corner of said quarter Section; thence North on the West line of said Section, fourteen (14) rods, three (3) feet; thence East parallel with the North line of said Section to a point, from which said point a line running parallel with the West line of said Section drawn South fourteen (14) rods and three (3) feet to a point and from said latter point West to the place of beginning will contain exactly one (1) acre of land.

The premises hereby conveyed being a parcel of ground measuring fourteen (14) rods and three (3) feet from North to South and extending from the West line of said Section by parallel lines East far enough to contain just one (1) acre. The South line of the acre hereby conveyed running parallel with the North line of said Section and seven (7) chains and fifty (50) links South thereof.

In Witness Whereof, the Grantors have hereto set their hands and seals this 6th day of May, 1907.

Isreal Myers
Catharine Myers

State of Indiana, Allen County, SS
Personally appeared before me, the subscriber, a Notary Public in and for the County, Israel Myers and Catharine Myers, his wife, the Grantors in the above conveyance and acknowledged the execution thereof to be their voluntary act and deed, for the uses and purposes therein set forth and mentioned. Witness my hand and Notarial Seal this 6th day of May, 1907.

C. W. Kuhne, Notary Public
My commission expires December 17, 1907

Received for Record, this 6th day of May 1907, at 11:25 o'clock am.m and recorded in Book No. 193, page 276, George L. Ashley, Recorder of Allen County. Duly entered for Taxation, this 6 day of May 1907, George W. Lindemuth, Auditor Allen County.

State of Indiana,)
} SS:
Allen County.)

Personally appeared before me, the undersigned, a Notary Public in and for said County, Eliza J. Myers, the person who executed the foregoing Release and acknowledged the execution thereof to be her voluntary act and deed for the uses and purposes therein set forth and mentioned.

Witness my hand and Notarial seal, this 6th day of May, 1907.

Notary Public.

My commission expires December 17, 1907.

This Indenture Witnesseth that ISRAEL MYERS and CATHARINE MYERS, his wife, Convey and Warrant to WILLIS B. PRESTON AND NANNIE B. PRESTON, husband and wife, for the sum of Four Hundred Dollars the following real estate, in Allen County, Indiana, to wit:

That part of the North West Quarter of Section Three (3) Township Thirty-two (32), North, Range Twelve (12) East, described as follows: Commencing on the West line of said Section at a point, seven (7) chains and fifty (50) links South of the North West corner of said quarter Section; thence North on the West line of said Section, fourteen (14) rods, three (3) feet; thence East parallel with the North line of said Section to a point, from which said point a line running parallel with the West line of said Section drawn South fourteen (14) rods and three (3) feet to a point and from said latter point West to the place of beginning will contain exactly one (1) acre of land.

The premises hereby conveyed being a parcel of ground measuring fourteen (14) rods and three (3) feet from North to South and extending from the West line of said Section by parallel lines East far enough to contain just one (1) acre. The South line of the acre hereby conveyed running parallel with the North line of said Section and seven (7) chains and fifty (50) links South thereof.

In Witness Whereof, the Grantors have hereto set their hands and seals this 6th day of May, 1907.

Isreal Myers
Catharine Myers

State of Indiana, Allen County, SS
Personally appeared before me, the subscriber, a Notary Public in and for the County, Israel Myers and Catharine Myers, his wife, the Grantors in the above conveyance and acknowledged the execution thereof to be their voluntary act and deed, for the uses and purposes therein set forth and mentioned. Witness my hand and Notarial Seal this 6th day of May, 1907.

C. W. Kuhne, Notary Public
My commission expires December 17, 1907

Received for Record, this 6th day of May 1907, at 11:25 o'clock am.m and recorded in Book No. 193, page 276, George L. Ashley, Recorder of Allen County. Duly entered for Taxation, this 6 day of May 1907, George W. Lindemuth, Auditor Allen County.

2 E

Warranty Deed

FROM

Israel Myers and
Catharina Myers.

TO

Willis B. Preston and
Nannie B Preston.

RECEIVED FOR RECORD

This 6 day of May
1907, at 11 35 o'clock a M., and recorded
in Book No. 193 Page No. 276

George L. Ashley
Recorder of Allen County.

Duly Entered for Taxation

This 6. day of May 1907
Geo. W. Lindemuth.
Auditor Allen County.

THE ABSTRACT OFFICE

KUHNE & CO.

723 Court Street, Opposite Court House

Fort Wayne Paper & Blank Book Co.

[illegible]

This Indenture *Witnesseth that* Israel Myers and Catharine Myers, his wife,

CONVEY AND WARRANT

to Willis B. Preston and Nannie B. Preston, husband and wife,

For the sum of Four Hundred - - - - - - - - - - - - - - - - - *DOLLARS,*

the following REAL ESTATE, in Allen County, in the State of Indiana, to-wit:

That part of the North West quarter of Section Three (3), Township Thirty-two (32), North, Range Twelve (12) East, described as follows; Commencing on the West line of said Section at a point, seven (7) chains and fifty (50) links South of the North West corner of said quarter Section; thence North on the West line of said Section, fourteen (14) rods and three (3) feet; thence East parallel with the North line of said Section to a point, from which said point a line running parallel with the West line of said Section drawn South fourteen (14) rods and three (3) feet to a point and from said latter point West to the place of beginning will contain exactly one (1) acre of land.

The premises hereby conveyed being a parcel of ground measuring fourteen (14) rods and three (3) feet from North to South and extending from the West line of said Section by parallel lines East far enough to contain just one (1) acre.

The South line of the acre hereby conveyed running parallel with the North line of said Section and seven (7) chains and fifty (50) links South thereof.

In Witness Whereof, *The Grantors have hereto set* their *hands and seals*
this 6th *day of* May, *1907.*

Israel Myers [SEAL.]
Catharine Myers [SEAL.]
[SEAL.]
[SEAL.]
[SEAL.]

State of Indiana, Allen County, ss:

Personally appeared before me, the subscriber, a Notary Public in and for said County Israel Myers and Catharine Myers, his wife,

the Grantors in the above conveyance, and acknowledged the execution thereof to be their *voluntary act and deed, for the uses and purposes therein set forth and mentioned.*

WITNESS my hand and Notarial *Seal*
this 6th *day of* May, *1907.*

C. W. Kuhne [SEAL.]
Notary Public.

My Commission expires December 17, 1907.

Preston to Boyer

This Indenture Witnesseth that Willis B. Preston and Nannie B. Preston, his wife, of DeKalb County in the State of Indiana, Convey and Warrant to Eva A. Boger of DeKalb County in the state of Indiana for thw sum of Three Hundred Ninety -Five dollars the receipt of which is hereby acknowledged the following real estate in Allen County in the State of Indiana, to wit:

That part of the North West Quarter of Section Three (3) Township Thirty-two (32), North of Range Twelve (12) East, described as follows: Commencing on the West line of said Section at a point, seven (7) chains and fifty (50) links South of the North West corner of said quarter Section; thence, North on the West line of said Section, fourteen (14) rods, three (3) feet; thence East parallel with the North line of said Section to a point, from which said point a line running parallel with the West line of said Section drawn South fourteen (14) rods and three (3) feet to a point and from said latter point West to the place of beginning will contain exactly one (1) acre of land.

The South line of the one acre hereby conveyed running parallel with the North line of said Section and Seven (7) chains and Fifty (50) links South thereof.

In Witness Whereof, the said grantors have herewith set their hands and seals this 21st day of December, AD, 1908.

Willis B. Preston
Nannie B. Preston

State of Indiana, DeKalb County, SS
Before me Inez Knapp, a Notary Public, in and for said county this 21st day of December 1908 personally appeared Willis B. Preston and Nannie B. Preston, his wife, and they acknowledged the execution fo the annexed Deed. Witness my hand and Notarial seal.

Inez Knapp, Notary Public
My Commission expires Feb 28th, 1910

Received for Record, the 2 day of January A.D. 1909 at 1 or 4:05 o'clock P.M. and recorded in Record 200, page 20, Robert E. Kelly, Recorder of Allen County. Duly entered for Taxation, Januayr 2, 1909, George W. Lindemuth, Auditor

2

3

Warranty Deed

FROM

Israel Myers and
Catharina Myers.

TO

Willis B. Preston and
Nannie B Preston.

RECEIVED FOR RECORD

This 6 day of May
1907, at 11^{37} o'clock a M., and recorded
in Book No. 193 Page No. 276

George L. Ashley
Recorder of Allen County.

Duly Entered for Taxation

This 6. day of May 1907
Geo. W. Lindemuth.
Auditor Allen County.

THE ABSTRACT OFFICE
KUHNE & CO.
723 Court Street, Opposite Court House

Fort Wayne Paper UNION LABEL & Blank Book Co.

Huntertown R R #1

Preston to Boyer

This Indenture Witnesseth that Willis B. Preston and Nannie B. Preston, his wife, of DeKalb County in the State of Indiana, Convey and Warrant to Eva A. Boger of DeKalb County in the state of Indiana for thw sum of Three Hundred Ninety -Five dollars the receipt of which is hereby acknowledged the following real estate in Allen County in the State of Indiana, to wit:

That part of the North West Quarter of Section Three (3) Township Thirty-two (32), North of Range Twelve (12) East, described as follows: Commencing on the West line of said Section at a point, seven (7) chains and fifty (50) links South of the North West corner of said quarter Section; thence, North on the West line of said Section, fourteen (14) rods, three (3) feet; thence East parallel with the North line of said Section to a point, from which said point a line running parallel with the West line of said Section drawn South fourteen (14) rods and three (3) feet to a point and from said latter point West to the place of beginning will contain exactly one (1) acre of land.

The South line of the one acre hereby conveyed running parallel with the North line of said Section and Seven (7) chains and Fifty (50) links South thereof.

In Witness Whereof, the said grantors have herewith set their hands and seals this 21st day of December, AD, 1908.

Willis B. Preston
Nannie B. Preston

State of Indiana, DeKalb County, SS
Before me Inez Knapp, a Notary Public, in and for said county this 21st day of December 1908 personally appeared Willis B. Preston and Nannie B. Preston, his wife, and they acknowledged the execution fo the annexed Deed. Witness my hand and Notarial seal.

Inez Knapp, Notary Public
My Commission expires Feb 28th, 1910

Received for Record, the 2 day of January A.D. 1909 at 1 or 4:05 o'clock P.M. and recorded in Record 200, page 20, Robert E. Kelly, Recorder of Allen County. Duly entered for Taxation, Januayr 2, 1909, George W. Lindemuth, Auditor

3. E.

FORM 1385

WARRANTY DEED.

SHORT FORM

Willis B. Preston
et ux
TO
Eva A. Boger

RECEIVED FOR RECORD.
The 2 day of January
A. D. 1909, at 9.05 o'clock A. M..
and recorded in Record 200
page 20
Robt. E. Kelly
Recorder of Allen County

Recorders Fee, $

DULY ENTERED FOR TAXATION.
January 2 1909
Geo W. Lindemuth
AUDITOR.

Auditors Fee, $

Wm. B. Burford, Lithographer, Blank Book Manufacturer, Printer & Stationer, Indianapolis.
40 M-9-05

WARRANTY DEED.

This Indenture Witnesseth

That Willis B. Preston and Nannie B. Preston, his wife,

of DeKalb County in the State of Indiana

CONVEY AND WARRANT

To Eva A. Boger

of DeKalb County in the State of Indiana for the sum of Three Hundred Ninety five **DOLLARS.** the receipt of which is hereby acknowledged, the following **Real Estate,** in Allen County in the State of Indiana, To Wit: That part of the North West quarter of Section Three (3), Township Thirty two (32), North of Range Twelve (12) East, described as follows: Commencing on the West line of said Section at a point Seven (7) Chains and Fifty (50) links South of the North West corner of said quarter Section, thence North on the West line of said Section Fourteen (14) Rods and Three (3) feet, thence East parallel with the North line of said Section to a point from which said point a line running parallel with the West line of said Section drawn South Fourteen Rods and (3) Three feet to a point and from said latter point West to the place of beginning will contain exactly one (1) acre of land. The South line of the one acre hereby conveyed running parallel with the North line of said Section and Seven (7) chains and fifty (50) links South thereof

In Witness Whereof, The said grantors have hereunto set their hands and seal, s this 21st day of December, A.D. 1908

LS Willis B. Preston LS
LS Nannie B. Preston LS
LS LS
LS LS

In Witness Whereof, The said grantors

have hereunto set their hands and seal,s this 21st day of December, A.D. 1908

LS Willis B. Preston LS

LS Nannie B. Preston. LS

LS LS

LS LS

Bogers to Belle Fitch

This Indenture Witnesseth, that Eva A. Boger and George H. Boger, her husband, in the consideration of One Hundred and Fifty dollars the receipt whereof is hereby acknowledged convey and warrant to Belle R. Fitch, her heirs and assigns forever, the following Real Estate in Allen County in the State of Indiana and described as follows, to wit:

That part of the North West Quarter of Section Three (3) Township Thirty two, North of Range Twelve (12) East described as follows: Commencing on the West line of said Section at a point Seven (7) chains and fifty (50) links south of the North West corner of said Quarter section, thence North on the West line of said Section Fourteen (14) rods and three (3) feet, thence East parallel with the north line of said Section to a point from which said point a line running parallel with the West line of said Section drawn South Fourteen (14) rods and Three (3) feet to a point, and from said latter point West to the place of beginning will contain exactly One (1) acre of land. The South Line of the one acre hereby conveyed running parallel with the North Line of said Section and seven (7) chains and fifty (50) links South thereof, together with all privileges and appurtenances to the same belonging, In Witness Whereof, the Grantors have hereunto set their hands and seals, this 15 day of October, 1915.

Eva A. Boger
George H. Boger

Received for record the 15 day of October A.D. 1915 at 12:30 o'clock P.M. and recorded in Record 238 page 138, Allen Hursh, Recorder of Allen County. Recorder's fee....$1. Duly entered for Taxation, October 15, 1915, Will Johnson, Auditor.

State of Indiana, Allen County, SS
Before me the undersigned, a Notary Public in and for said county, this 15 day of Oct, 1915 personally appeared Eva A. Boger and George H. Boger, her husband and acknowledged the execution of the annexed Deed. Witness my hand and Notary seal, Herman Westenfeld, Notary Public. My commission expires Feb. 21, 1918

STATE OF INDIANA.

DeKalb County, S S:

Before me Inez Knapp, a Notary Public in and for said County this 21st day of December, 1908 personally appeared Willis B. Preston and Nannie B. Preston, his wife,

and acknowledged the execution of the annexed Deed.

Witness my hand and Notarial seal,

Inez Knapp (LS)
Notary Public

My Commission Expires
Feb 28th 1910

---

3. E.

FORM 1385

WARRANTY DEED.

SHORT FORM

Willis B. Preston
et ux
TO
Eva A. Boger

RECEIVED FOR RECORD.

The 2 day of January
A. D. 1909, at 1.05 o'clock P. M.,
and recorded in Record 200
page 20
Robt. E. Kelly
Recorder of Allen County

Recorders Fee, $

DULY ENTERED FOR TAXATION,

January 4 1909
Geo W. Lindemuth
AUDITOR.

Auditors Fee. $

Wm. B. Burford, Lithographer, Blank Book Manufacturer, Printer & Stationer, Indianapolis.
40 M 9 05

Bogers to Belle Fitch

This Indenture Witnesseth, that Eva A. Boger and George H. Boger, her husband, in the consideration of One Hundred and Fifty dollars the receipt whereof is hereby acknowledged convey and warrant to Belle R. Fitch, her heirs and assigns forever, the following Real Estate in Allen County in the State of Indiana and described as follows, to wit:

That part of the North West Quarter of Section Three (3) Township Thirty two, North of Range Twelve (12) East described as follows: Commencing on the West line of said Section at a point Seven (7) chains and fifty (50) links south of the North West corner of said Quarter section, thence North on the West line of said Section Fourteen (14) rods and three (3) feet, thence East parallel with the north line of said Section to a point from which said point a line running parallel with the West line of said Section drawn South Fourteen (14) rods and Three (3) feet to a point, and from said latter point West to the place of beginning will contain exactly One (1) acre of land. The South Line of the one acre hereby conveyed running parallel with the North Line of said Section and seven (7) chains and fifty (50) links South thereof, together with all privileges and appurtenances to the same belonging, In Witness Whereof, the Grantors have hereunto set their hands and seals, this 15 day of October, 1915.

Eva A. Boger
George H. Boger

Received for record the 15 day of October A.D. 1915 at 12:30 o'clock P.M. and recorded in Record 238 page 138, Allen Hursh, Recorder of Allen County. Recorder's fee....$1. Duly entered for Taxation, October 15, 1915, Will Johnson, Auditor.

State of Indiana, Allen County, SS
Before me the undersigned, a Notary Public in and for said county, this 15 day of Oct, 1915 personally appeared Eva A. Boger and George H. Boger, her husband and acknowledged the execution of the annexed Deed. Witness my hand and Notary seal, Herman Westenfeld, Notary Public. My commission expires Feb. 21, 1918

[illegible] 9 R [illegible]

WARRANTY DEED.

Belle R. Fitch

RECEIVED FOR RECORD.

The 15 day of Oct

A. D. 1915, at 12:30 o'clock P M.,

and recorded in Record 238

page 138

Allen Hursh

Recorder of Allen County

Recorders Fee, $ 1

DULY ENTERED FOR TAXATION.

10/15 1915

[illegible]

AUDITOR.

Auditors Fee, $

THIS INDENTURE WITNESSETH, THAT Eva A. Boger and George H. Boger her husband

IN CONSIDERATION OF One Hundred & Fifty DOLLARS

THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, CONVEY AND WARRANT TO Belle R Fitch

her HEIRS AND ASSIGNS FOREVER, THE FOLLOWING **REAL ESTATE** IN ALLEN COUNTY, IN THE STATE OF INDIANA AND DESCRIBED AS FOLLOWS, TO WIT:

That part of the North West quarter of Section Three (3) Township Thirty two, North of Range Twelve (12) East described as follows: Commencing on the West line of said Section at a point Seven (7) chains and fifty (50) links South of the Northwest corner of said quarter section thence North on the West line of said Section Fourteen (14) rods and Three (3) feet thence East parallel with the north line of said Section to a point from which said point a line running parallel with the west line of said Section drawn south fourteen Rods and Three (3) feet to a point, and from said latter point west to the place of beginning will contain exactly One (1) acre of land. The South line of the one acre hereby conveyed running parallel with the North line of said section and seven (7) chains and fifty (50) links South thereof.

TOGETHER WITH ALL PRIVILEGES AND APPURTENANCES TO THE SAME BELONGING.

IN WITNESS WHEREOF, THE GRANTORs HAve HEREUNTO SET their HANDs AND SEALs THIS 15 DAY OF October 1915

Eva A. Boger. (SEAL)
George H. Boger (SEAL)
(SEAL)
(SEAL)

50

CAPITAL $300,000.00

TRI-STATE LOAN AND TRUST CO.

811-13-15 CALHOUN ST.

FORT WAYNE, INDIANA

OFFICERS

CHAS. A. WILDING	PRESIDENT
W. E. MOSSMAN	VICE PRESIDENT
LOUIS FOX	SECOND VICE PRESIDENT
H. C. PAUL	CHAIRMAN OF THE BOARD OF DIRECTORS
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HENRY C. PAUL
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CHAS. F. PFEIFFER
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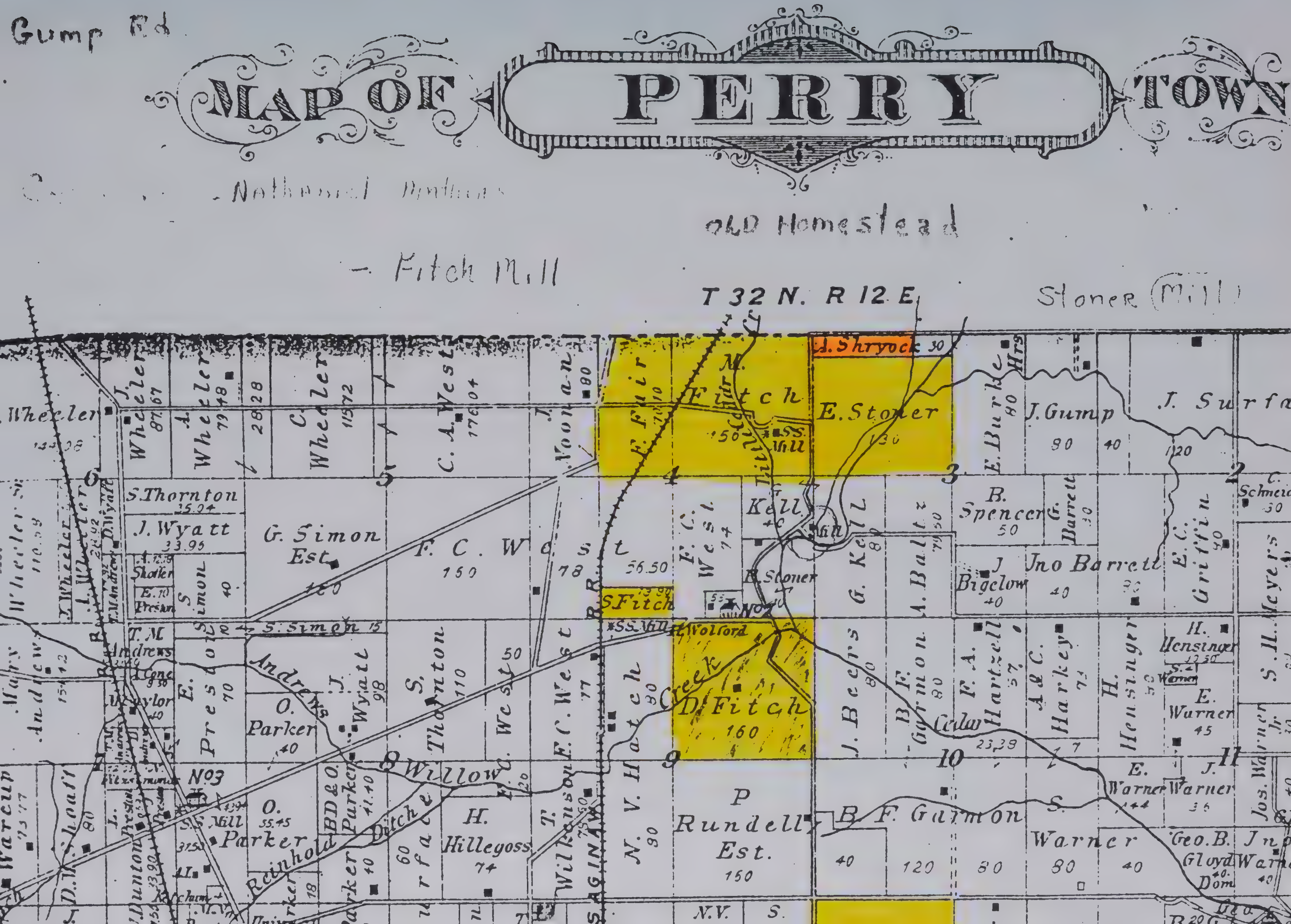
Gump Rd
MAP OF PERRY TOWN
Nathaniel Anthony
OLD Homestead
Fitch Mill
T 32 N. R 12 E.
Stoner (Mill)
J. Shryock 30
M. Fitch
E. Stoner 130
E. Fair
Little Cedar
S.S. Mill
E. Burke
J. Gump
J. Surfa
C. A. West
C. Wheeler
A. Wheeler
J. Wheeler
J. Noonan
S. Thornton
J. Wyatt
G. Simon Est.
F. C. West
Kell
G. Kell
A. Baltz
B. Spencer
G. Barrett
Jno Barrett
J. Bigelow
E. C. Griffin
C. Schmeid
S. H. Meyers
S. Fitch
S.S. Mill
H. Wolford
R. Stoner
D. Fitch 160
Cedar Creek
N. V. Hatch
J. Beers
B. F. Garmon
F. A. Hartzell
A & C. Harkey
H. Hensinger
E. Warner
J. Warner
Jos. Warner
P. Rundell Est.
B. F. Garmon
S. Warner
Geo. B. Gloyd
Willow
Reinhold Ditch
O. Parker
J. Wyatt
S. Thornton
T. Wilkinson
H. Hillegoss
E. Preston
T. M. Andrews
No 3
Saginaw
R. R.
1
2
3
4
5
6
9
10
11

STATE OF INDIANA

Allen COUNTY, SS.

Before me the undersigned, a Notary Public in and for said County, this 15 day of Oct 1915 personally appeared Eva G. Boyer and George Boyer her husband

and acknowledged the execution of the annexed Deed.
Witness, my hand and Notary seal,
Herman Westerfeld
Notary Public

My Commission Expires Feb 21 1918 (L.S.)

STATE OF

COUNTY, SS.

Before me ______, a ______ in and for said County, this ______ day of ______ 191__ personally appeared ______

and acknowledged the execution of the annexed Deed.
Witness, my hand and ______ seal,

My Commission Expires ______ 191__ (L.S.)

---

mail 9 R#2 Huntertown

9710

WARRANTY DEED.

Belle R Fitch

RECEIVED FOR RECORD.

The 15 day of Oct
A. D. 1915, at 12:30 o'clock P. M.,
and recorded in Record 238
page 138

Allen Hursh
Recorder of Allen County

Recorders Fee, $ 1

DULY ENTERED FOR TAXATION.

10/15 1915

Will Johnson
AUDITOR.

Auditors Fee, $

CAPITAL $300,000.00

TRI-STATE LOAN AND TRUST CO.

811-13-15 CALHOUN ST.

FORT WAYNE, INDIANA

OFFICERS

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W. E. MOSSMAN	VICE PRESIDENT
LOUIS FOX	SECOND VICE PRESIDENT
H. C. PAUL	CHAIRMAN OF THE BOARD OF DIRECTORS
G. W. PIXLEY	SECRETARY
F. C. HEINE	ASST. SECY.
W. J. VESEY	ATTORNEY

DIRECTORS

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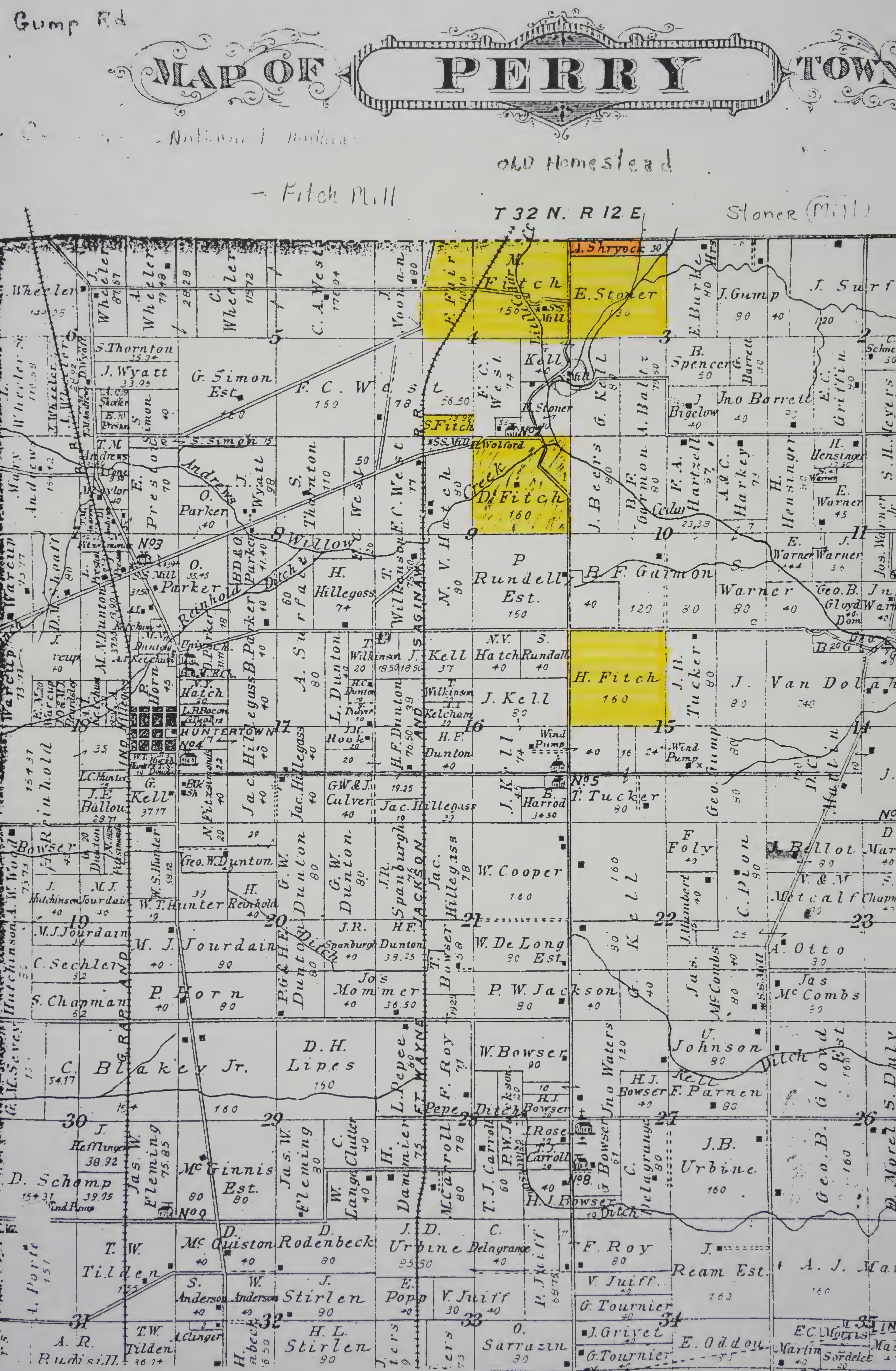
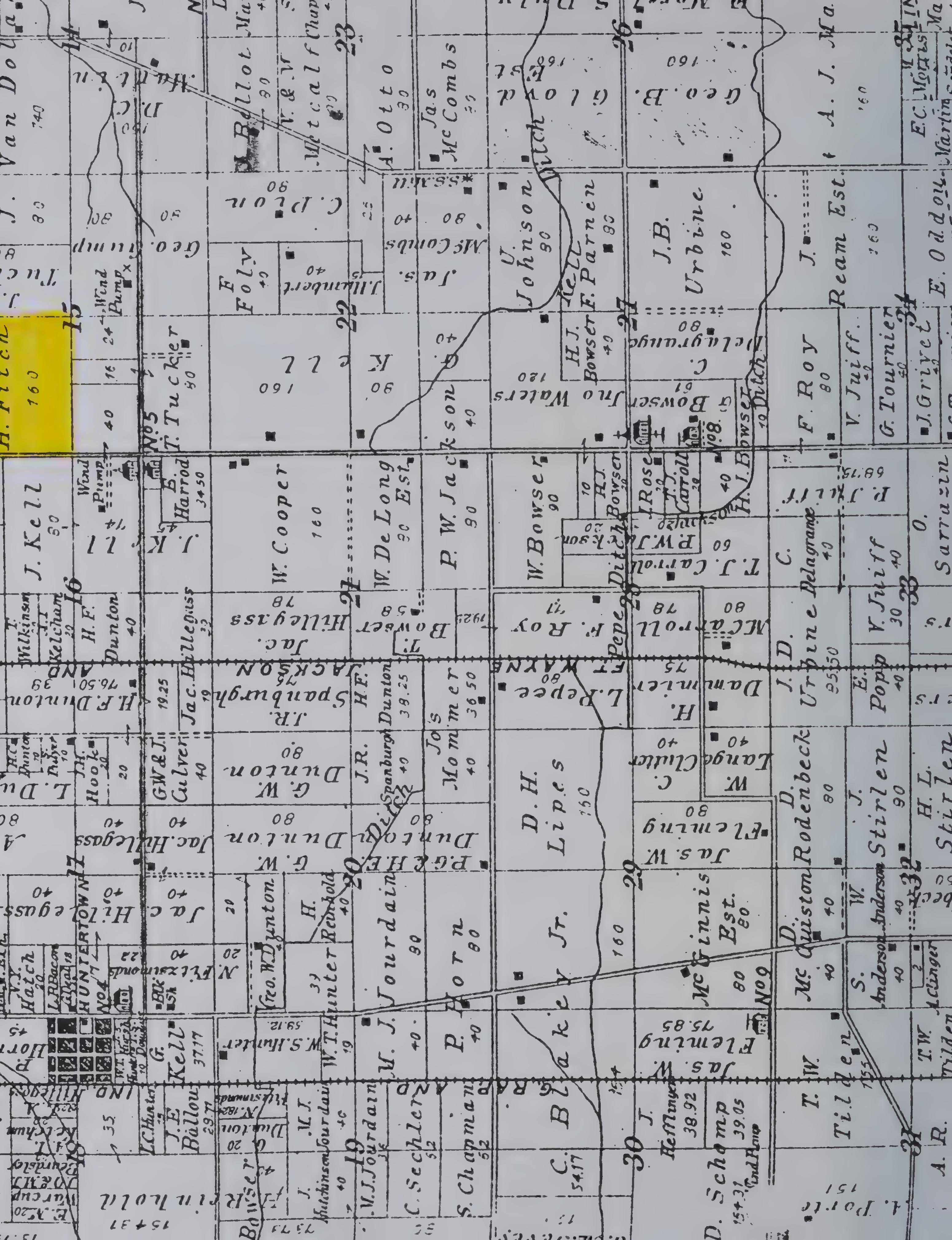
JOHN W. SALE
R. L. ROMY
HARRY G. HOGAN
LOUIS F. CURDES
W. J. VESEY
FRED L. HUNTING
LEO FREIBURGER
J. B. McKIM
JOHN DREIBELBISS
HENRY C. PAUL
JOHN B. REUSS
CHAS. F. PFEIFFER
FRED C. HEINE
ED. G. HOFFMAN
THEODORE F. THIEME


Gump Rd
MAP OF PERRY TOWN
National Bullion
Old Homestead
Fitch Mill
T 32 N. R 12 E.
Stoner (Mill)
J. Wheeler
A. Wheeler
C. Wheeler
C. A. West
J. Noonan
E. Fair
M. Fitch
Little Cedar Cr.
S.S. Mill
A. Shryock
E. Stoner
E. Burke
J. Gump
J. Surf
S. Thornton
J. Wyatt
G. Simon Est.
F. C. West
S. Fitch
F. C. West
Kell
B. Stoner
G. Kell
A. Baltz
B. Spencer
G. Barrett
Jno Barrett
J. Bigelow
E. C. Griffin
T. M. Andrews
E. Preston
S. Simon
Andrews
J. Wyatt
S. Thornton
O. Parker
E. C. West
N. V. Hatch
H. Wolford
Creek
D. Fitch
J. Beers
B. F. Garmon
F. A. Hartzell
A & C. Harkey
H. Hensinger
H. Hensinger
E. Warner
No 3
Willow
O. Parker
BD & O. Parker
H. Hillegoss
T. Wilkinson
P. Rundell Est.
B. F. Garmon
S. Warner
Geo. B. Jn
Reinhold Ditch
D. W. Shoaff
M. N. Dunton
J. Warcup
A. Surface
L. Dunton
J. Kell
N. V. Hatch
S. Rundall
H. Fitch
J. R. Tucker
J. Van Dolah
B. Parker
V. Y. Hatch
HUNTERTOWN
No 4
Jac. Hillegass
H. F. Dunton
T. Wilkinson
J. Kelcham
J. Kell
Wind Pump
No 5
T. Tucker
Geo. Gump
D. C. Martin
F. Reinhold
J. E. Ballou
G. Kell
N. Fitzsimonds
Jac. Hillegass
GW & J. Culver
Jac. Hillegass
B. Harrod
W. S. Hunter
Geo. W. Dunton
G. W. Dunton
J. R. Spanburgh
JACKSON
Jac. Hillegass
W. Cooper
G. Kell
F. Foly
C. Pion
J. Bellot
W. T. Hunter
H. Reinhold
M. J. Jourdain
P. G. & H. E. Dunton
J. R. Spanburgh
H. F. Dunton
T. Bowser
W. De Long Est.
J. Humbert
Jas. McCombs
A. Otto
V. & M. Metcalf
C. Sechler
S. Chapman
P. Horn
Jos. Mommer
P. W. Jackson
Jas. McCombs
S.S. Mill
C. Blakey Jr.
D. H. Lipes
L. Pepee
FT. WAYNE
F. Roy
W. Bowser
Jno Waters
U. Johnson
Ditch
Kell
H. J. Bowser
F. Parnen
G. Blood Est.
S. Duly
J. Heffinger
D. Schomp
Jas. W. Fleming
McGinnis Est.
Jas. W. Fleming
C. Clutter
W. Lange
H. Dammier
McCarroll
T. J. Carroll
P. W. Jackson
J. Rose
Pepe Ditch
G. Bowser
C. Delagrange
J. B. Urbine
Geo. B.
D. Morel
No 8
No 9
H. J. Bowser
Ditch
D. McQuiston
D. Rodenbeck
J. D. Urbine
C. Delagrange
P. Juiff
F. Roy
J. Ream Est.
A. J. Mar
A. Porte
T. W. Tilden
S. Anderson
W. Anderson
J. Stirlen
E. Popp
V. Juiff
V. Juiff
G. Tournier
A. R. Rudisill
T. W. Tilden
A. Clinger
H. Abeck
H. L. Stirlen
O. Sarrazin
J. Grivet
G. Tournier
E. Oddou
E. C. Morris
Martin
Sordelet
G. RAP. AND IND.
R. R.
A. W. Wood
Hutchinson
G. M. Sevey
1 2 3 4 5 6 9 10 11 14 15 16 17 19 20 21 22 23 26 27 28 29 30 31 32 33 34 35



J. Van Doran
H. Fitch 160
J. Kell 80
J. K. Kell
Geo. Rump
Wind Pump
T. Tucker 90
E. Harrod 34.50
No 5
W. Cooper 160
K. Kell 160
C. Dion 90
J. Hilambert 40
F. Foly 40
A. Bellot
N. & W. Metcalf Chap
A. Otto 30
Jas. McCombs
Jas. McCombs 80
W. De Long Est. 80
P. W. Jackson 80
U. Johnson 80
Johnson Ditch
F. Parnen 80
H. J. Bowser 40
Jno Waters 120
G. Bowser 61
No 8
J. B. Urbine 160
Geo. B. Glond 160
C. Delagrange 80
F. Roy 80
J. Ream Est. 160
A. J. Ma
E. C. Morris
E. Oddou
V. Juiff
G. Tournier
J. Griyet
W. Bowser 80
H. J. Bowser
J. Rose
T. J. Carroll
H. J. Bowser
P. W. Jackson
Jackson Ditch
T. J. Carroll 60
P. J. Juiff 68.75
C. Delagrange 40
O. Sarrazin
V. Juiff 40
T. Wilkinson
J. I. Ketcham 20
H. F. Dunton 40
Jac. Hillegass 78
Jac. Bowser 58
F. Roy
Pepe Ditch
McCarroll 78
McCarroll 80
J. D. Urbine 95.50
E. Popp 40
V. Juiff 30
JACKSON
AND
FT. WAYNE
H. F. Dunton 39 76.50
Jac. Hillegass 19.25
J. R. Spanburgh 75
H. F. Dunton 38.25
Jos. Mommer 36.50
L. Pepee 80
H. Damnlier 75
L. D. Dunton
H. C. Dunton
J. Ryer
J. H. Hook
G. W. & J. Culver 40
G. W. Dunton 80
J. R. Spanburgh 40
Jos. Mommer 40
D. H. Lipes 160
C. Clutter 40
W. Lange 40
D. Rodenbeck 80
J. Stirlen 90
H. L. Stirlen
Jac. Hillegass 40
G. W. Dunton 80
P. G. & H. E. Dunton Ditch
Jas. W. Fleming 80
Jac. Hillegass 40
Geo. W. Dunton
H. Reinhold
J. Jourdain 80
P. Horn 80
C. Blakey Jr. 160
McGinnis Est. 80
D. McQuiston 40
W. Anderson 40
N. Fitzsimonds 20
V. J. Hatch
L. R. Bacon
HUNTERTOWN
No 4
No 9
H. Hunter
W. S. Hunter 59.12
W. T. Hunter 19
M. J. Jourdain
P. Horn 40
Jas. W. Fleming 75.85
McCinnis 40
S. Anderson 40
Anderson
A. Clinger
G. Kell 37.17
J. E. Ballou 29.77
L. C. Hunter
N. Fitzsimonds
Dunton
M. J. Jourdain
M. J. Jourdain
J. Hutchinson
C. Sechler 52
S. Chapman 52
C. Blakey 54.17
J. Hemmiger 38.92
D. Schomp 39.05
T. W. Tilden 155
T. W. Tilden
A. R.
Bowser
H. Reinhold
I. Porte 151
15
16
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19
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Holbrook to Wm. Pepple

This Indenture Witnesseth that Lyman Holbrook and Osie Holbrook, his wife, of DeKalb County, in the State of Indiana, convey and Warrant to William Pepple of Allen County, in the State of Indiana, for and in consideration of Twenty-five hundred ($2500) dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Allen County in the State of Indiana, to wit:

All that part of the north thirty (30) rods of the North West Quarter (1/4) of Section Three (3), Township 32 North, Range 12 East lying west of Kell's Mill Race containing 18 and 50/100 acres of land more or less. Excepting therefrom one acre of land heretofore towit: On May 6, 1907 conveyed by Israel Myers and Catherine Myers, his wife, to Willis B. Preston and Nannie B. Preston as shown by deed recorded in record of deeds Volume 193, page 277, of the deed records in the office of the Recorder of Allen County, Indiana.

In Witness Whereof the said grantors have hereunto set their hands and seals this 16 day of February 1918.

Lyman Holbrook
Osie Holbrook

State of Indiana, Noble County, SS
Before me, the undersigned, a Notary Public, in and for said County and State, this ________ day of February A.D. 1918, personally appeared the within named Lyman Holbrook and Osie Holbrook, his wife, Grantors, in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned. In Witness Whereof I have hereunto subscribed my name and affixed my official seal. Dessie M. Young, Notary Public, Commission expires March 24, 1919.

Received for record this 6th day of March, 1918, at 10:40 o'clock A.M. and recorded in Book No. 250, page 422, A. G. Vondman (?), Recorder Allen County. Duly entered for taxation this 6th day of March, 1918. Auditor's fee $10, Will Johnson, Auditor, Allen County.

Holbrook to Wm. Pepple

This Indenture Witnesseth that Lyman Holbrook and Osie Holbrook, his wife, of DeKalb County, in the State of Indiana, convey and Warrant to William Pepple of Allen County, in the State of Indiana, for and in consideration of Twenty-five hundred ($2500) dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Allen County in the State of Indiana, to wit:

All that part of the north thirty (30) rods of the North West Quarter (1/4) of Section Three (3), Township 32 North, Range 12 East lying west of Kell's Mill Race containing 18 and 50/100 acres of land more or less. Excepting therefrom one acre of land heretofore towit: On May 6, 1907 conveyed by Israel Myers and Catherine Myers, his wife, to Willis B. Preston and Nannie B. Preston as shown by deed recorded in record of deeds Volume 193, page 277, of the deed records in the office of the Recorder of Allen County, Indiana.

In Witness Whereof the said grantors have hereunto set their hands and seals this 16 day of February 1918.

Lyman Holbrook
Osie Holbrook

State of Indiana, Noble County, SS
Before me, the undersigned, a Notary Public, in and for said County and State, this ________ day of February A.D. 1918, personally appeared the within named Lyman Holbrook and Osie Holbrook, his wife, Grantors, in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned. In Witness Whereof I have hereunto subscribed my name and affixed my official seal. Dessie M. Young, Notary Public, Commission expires March 24, 1919.

Received for record this 6th day of March, 1918, at 10:40 o'clock A.M. and recorded in Book No. 250, page 422, A. G. Vondman (?), Recorder Allen County. Duly entered for taxation this 6th day of March, 1918. Auditor's fee $10, Will Johnson, Auditor, Allen County.

[illegible]

[illegible] 2058 ✓

WARRANTY DEED

Lyman Holbrook and
Osie Holbrook, ~~husband~~
his wife

TO

William Pepple ~~and~~
~~Dorothy M. Pepple,~~
~~husband and wife~~

Received for record this 6
Day of March, 1918
at 10.40 o'clock, a m., and
Recorded in Book No. 250 page 422

Recorder Allen County.

Duly entered for taxation this 6th
day of March, 1918
Auditor's fee $ 10.
Wil Johnson
Auditor Allen County.

2958 V

WARRANTY DEED

Lyman Holbrook and
Osie Holbrook, ~~husband~~
his wife

TO

William Pepple ~~and~~
~~Dorothy M. Pepple,~~
~~husband and wife~~

Received for record this 6
Day of March, 1918
at 10 40 o'clock, a m., and
Recorded in Book No. 250 page 422

Recorder Allen County.

Duly entered for taxation this 6th
day of March, 1918
Auditor's fee $ 10
Wil Johnson
Auditor Allen County.

State of Indiana, Noble County, ss:

Before me, the undersigned, a Notary Public, in and for said County and State, this
day of February, A. D., 1918, personally appeared the within named Lyman
Holbrook and Osie Holbrook, his wife

Grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

In Witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires March 24, 1919

My Commission expires. Dessie M. Young Notary Public

State of Indiana, County, ss:

Before me, the undersigned, a Notary Public, in and for said County and State, this
day of , A. D., 19 , personally appeared the within named

Grantor.... in the above conveyance, and acknowledged the same to be voluntary act and deed, for the uses and purposes herein mentioned.

In Witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission expires. Notary Public.

Pepple to Farmer's Bank

This Indenture Witnesseth that William Pepple and Dorothy M. Pepple, his wife, of DeKalb County, in the State of Indiana, Mortgage and Warrant to Farmers & Merchants Bank of Noble County, County in the State of Indiana, the following Real Estate in Allen County in the State of Indiana, to wit:

All that part of the north Thirty (30) rods of the Northwest quarter of Section 3, Township 32 north, range 12 east lying West of Kell's Mill Race containing 18 and 50/100 acres of land more or less. Excepting therefrom one acre of land heretofore to-wit: On May 6. 1907 conveyed by Israel Myers and Catherine Myers, his wife, to Willis B. Preston and Nannie B. Preston as shown by deed recorded in record of deeds Volume 193, page 277 of the deed records in the office of the recorder of Allen County, Indiana.

To secure the payment when the same become due of the sum of Twelve Hundred Dollars ($1200) evidenced by one Promissory note of even date herewith, due five years after date, with interest from date at the rate of six per cent per annum, payable semi-annually. Permission is hereby given to pay $100 or even multiples thereof at any interest paying period. This mortgage is given as part of the purchase price of the above described tract of land, and the mortgagors expressly agree to pay the sum of money above secured without relief from valuation laws, and upon failure to pay any one of said notes at maturity, then all of said notes are to be due and collectible, and this mortgage may be forecolsed accordingly. And it is further expressly agreed that until all of said notes are paid, said mortgagors will keep all legal taxes and charged against said premises paid as the same become due, and will keep the buildings thereon insured for the benefit of the mortgagee, as his interest may appear, to the amount of $1000 and failing to do so said mortgagee may pay said taxes or insurance and the amount so paid with 8 per cent interest hereon, shall be a part of debt secured by this mortgage. In Witness Whereof, the mortgagors have hereunto set their hands and seal, this 4th day of March A.D. 1918.

William Pepple
Dorothy M. Pepple

State of Indiana, Noble County, SS
Before me a Notary Public in and for said County, this 4th day of March, 1918, came William Pepple and Dorothy M. Pepple, his wife and acknowledged the execution of the annexed deed. Witness my hand and Notarial seal this 4th day of March, 1918. Dessie M. Young, Notary Public .

William Pepple and wife to Farmers & Merchants Bank, Laotto, Indiana
Received for Record, the 6th day of March A.D. 1918, at 10:40 o'clock A.M. and recorded in record 215, page 109, A. G. Vondman, Recorder of Allen County. #2961

WARRANTY DEED

This Indenture Witnesseth, *That* Lyman Holbrook and Osie Holbrook, his wife

of DeKalb *County, in the State of* Indiana,
Convey and Warrant to William Pepple

of Allen *County, in the State of* Indiana, *for and in consideration of* Twenty-five hundred --------- ($2500.00) ----- *Dollars,* *the receipt whereof is hereby acknowledged, the following described* ***Real Estate*** *in* Allen *County in the State of Indiana, to-wit:*

All that part of the north thirty (30) rods of the northwest quarter (1/4) of section three (3), township thirty-two (32) north, range twelve (12) east lying west of Kell's Mill Race containing 18 & 50/100 acres of land more or less.

Excepting therefrom one acre of land heretofore to-wit: On May 6, 1907 conveyed by Israel Myers and Catherine Myers, his wife, to Willis B. Preston and Nannie B. Preston as shown by deed recorded in record of deeds volume 193, page 277 of the deed records in the office of the Recorder of Allen County, Indiana.

2/14/18

In Witness Whereof, *The said* grantors

have hereunto set their *hands and seals, this* 16 *day of* February 19 18

(Seal.) Lyman Holbrook (Seal.)
(Seal.) Osie Holbrook (Seal.)
(Seal.) (Seal.)
(Seal.) (Seal.)

JAS. H. KEEFER, OSSIAN, IND.
PUBLISHER, LEGAL BLANK PRINTER

Pepple to Farmer's Bank

This Indenture Witnesseth that William Pepple and Dorothy M. Pepple, his wife, of DeKalb County, in the State of Indiana, Mortgage and Warrant to Farmers & Merchants Bank of Noble County, County in the State of Indiana, the following Real Estate in Allen County in the State of Indiana, to wit:

All that part of the north Thirty (30) rods of the Northwest quarter of Section 3, Township 32 north, range 12 east lying West of Kell's Mill Race containing 18 and 50/100 acres of land more or less. Excepting therefrom one acre of land heretofore to-wit: On May 6. 1907 conveyed by Israel Myers and Catherine Myers, his wife, to Willis B. Preston and Nannie B. Preston as shown by deed recorded in record of deeds Volume 193, page 277 of the deed records in the office of the recorder of Allen County, Indiana.

To secure the payment when the same become due of the sum of Twelve Hundred Dollars ($1200) evidenced by one Promissory note of even date herewith, due five years after date, with interest from date at the rate of six per cent per annum, payable semi-annually. Permission is hereby given to pay $100 or even multiples thereof at any interest paying period. This mortgage is given as part of the purchase price of the above described tract of land, and the mortgagors expressly agree to pay the sum of money above secured without relief from valuation laws, and upon failure to pay any one of said notes at maturity, then all of said notes are to be due and collectible, and this mortgage may be forecolsed accordingly. And it is further expressly agreed that until all of said notes are paid, said mortgagors will keep all legal taxes and charged against said premises paid as the same become due, and will keep the buildings thereon insured for the benefit of the mortgagee, as his interest may appear, to the amount of $1000 and failing to do so said mortgagee may pay said taxes or insurance and the amount so paid with 8 per cent interest hereon, shall be a part of debt secured by this mortgage. In Witness Whereof, the mortgagors have hereunto set their hands and seal, this 4th day of March A.D. 1918.

William Pepple
Dorothy M. Pepple

State of Indiana, Noble County, SS
Before me a Notary Public in and for said County, this 4th day of March, 1918, came William Pepple and Dorothy M. Pepple, his wife and acknowledged the execution of the annexed deed. Witness my hand and Notarial seal this 4th day of March, 1918. Dessie M. Young, Notary Public .

William Pepple and wife to Farmers & Merchants Bank, Laotto, Indiana
Received for Record, the 6th day of March A.D. 1918, at 10:40 o'clock A.M. and recorded in record 215, page 109, A. G. Vondman, Recorder of Allen County. #2961

Farmers & Merchants
Bank Laotto Ind

2961

5

FORM 79

MORTGAGE

SHORT FORM

William Pepple and Wife

TO

Farmers & Merchants Bank,
Laotto, Ind.

RECEIVED FOR RECORD

The 6 day of March
A. D. 1918, at 10 40 o'clock, A M., and
recorded in record 215 page 109
[illegible]
Recorder of Allen County

Recorder's Fee - - $

[illegible]

State of Indiana, Noble **County, ss:**

Before me, a Notary Public *in and for said County, this* 4th *day of* March *19*18 , came William Pepple and Dorthy M. Pepple, his wife, and

acknowledged the execution of the annexed deed.

WITNESS my hand and Notorial *seal, this* 4th *day of* March *19* 18.

Dessie M. Young.
Notary Public

[illegible]
My commission expires ....19......

Mail, Farmers & Merchants Bank Laotto Ind

2961

FORM 79

MORTGAGE

SHORT FORM

3.07
6.01
8.80

William Pepple and Wife

TO

Farmers & Merchants Bank,
Laotto, Ind.

RECEIVED FOR RECORD

The 6 *day of* March
*A. D. 19*18, *at* 10 40 *o'clock,* A *M., and*
recorded in record 215 *page* 109
E. L. Vondran
Recorder of Allen *County*

Recorder's Fee - - $

William Pepple to John Fitch

This Indenture Witnesseth, that William Pepple and Dorothy Pepple, his wife, of Allen County, in the State of Indiana, convey and warrant to John B. Fitch and Belle Fitch jointly of Allen County, in the State of Indiana, for the sum of Twenty-Seven Hundred ($2700) the following real estate in Allen County, in the State of Indiana, to wit:

All that part of the north Thirty (30) rods of the Northwest Quarter of Section Three (3) Township Thirty-two (32) North, Range Twelve (12) East, lying West of Kell's Mill race containing 18 & 50/100 acres of land more or less. Excepting one (1) acre of land heretofore to wit: On May 6, 1907, conveyed by Israel Myers and Catherine Myers, his wife, to Willis B. Preston and Nannie B. Preston as shown by deed recorded in record of deeds, Volume 193, Page 277 of the deed records in the office of the recorder of Allen County, Indiana. Said John B. Fitch and Belle Fitch are to assume the mortgage of Twelve Hundred dollars that is given and unpaid upon above described land.

In Witness Whereof, the said William Pepple and Dorothy Pepple, his wife, have hereunto set their hands and seals this 27th day of February, 1919.

William Pepple
Dorothy M. Pepple

State of Indiana, Noble County, SS
Before me the undersigned, a Notary Public in and for said County and State this 27th day of February, 1919, personally appeared William Pepple and Dorothy Pepple, his wife and acknowledged the execution of the within and annexed Deed to be their voluntary act and deed. Witness my hand and Notarial seal this 27 day of February, 1919. Dessie M. Young, My commission ezpored March 24, 1919.

Received for record, this 28th day of February, 1919, at 2:30 o'clock p.m. and recorded in Record 254, page 440, Frank Cunnison, Recorder for Allen County. Duly entered for taxation, February 27, 1919, August C. McCoy, Auditor

MORTGAGE--IRON CLAD.

Form 79

This Indenture Witnesseth, *THAT* William Pepple and Dorthy M. Pepple, his wife,

of Dekalb *County, in the State of* Indiana

MORTGAGE AND WARRANT to Farmers & Merchants Bank

of Noble *County, in the State of* Indiana

the following REAL ESTATE, in Allen *County, in the State of Indiana, to-wit:* All that part of the north Thirty (30) rods of the northwest quarter (1/4) of section three (3), township thirty-two (32) north, range Twelve (12) east lying west of Kells Mill Race containing 18 and 50/100 acres of land more or less.

Excepting therefrom one acre of land heretofore to-wit; On May 6, 1907 conveyed by Israel Myers and Catherine Myers his wife to Willis B. Preston and Nannie B. Preston as shown by deed recorded in record of deeds volume 193, page 277 of the deed records in the office of the recorder of Allen County, Indiana.

to secure the payment when the same *become due of* the sum of Twelve Hundred Dollars ($1200.00) evidenced by one Promissory note of even date herewith, due five years after date, with interest from date at the rate of six percent per annum, payable semi-annually.

Permission is hereby given to pay $100.00 or even multiples thereof at any interest paying period.

This mortgage is given as part of the purchase price of the above described tract of land.

and the mortgagors expressly agree__ to pay the sum of money above secured without relief from valuation laws; and upon failure to pay any one of said notes at maturity, then all of said notes are to be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed that until all of said notes are paid, said mortgagors will keep all legal taxes and charges against said premises paid as the same become due, and will keep the buildings thereon insured for the benefit of the mortgagee, as his interest may appear, to the amount of $1000.00 *and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with eight per cent. interest thereon, shall be a part of ____ debt secured by this mortgage.*

IN WITNESS WHEREOF, The mortgagors have hereunto set their *hands and seal__, this* 4th *day of* March *A. D. 19*18.

William Pepple *(Seal)*

Dorothy M. Pepple *(Seal)*

________ *(Seal)*

________ *(Seal)*

William Pepple to John Fitch

This Indenture Witnesseth, that William Pepple and Dorothy Pepple, his wife, of Allen County, in the State of Indiana, convey and warrant to John B. Fitch and Belle Fitch jointly of Allen County, in the State of Indiana, for the sum of Twenty-Seven Hundred ($2700) the following real estate in Allen County, in the State of Indiana, to wit:

All that part of the north Thirty (30) rods of the Northwest Quarter of Section Three (3) Township Thirty-two (32) North, Range Twelve (12) East, lying West of Kell's Mill race containing 18 & 50/100 acres of land more or less. Excepting one (1) acre of land heretofore to wit: On May 6, 1907, conveyed by Israel Myers and Catherine Myers, his wife, to Willis B. Preston and Nannie B. Preston as shown by deed recorded in record of deeds, Volume 193, Page 277 of the deed records in the office of the recorder of Allen County, Indiana. Said John B. Fitch and Belle Fitch are to assume the mortgage of Twelve Hundred dollars that is given and unpaid upon above described land.

In Witness Whereof, the said William Pepple and Dorothy Pepple, his wife, have hereunto set their hands and seals this 27th day of February, 1919.

William Pepple
Dorothy M. Pepple

State of Indiana, Noble County, SS
Before me the undersigned, a Notary Public in and for said County and State this 27th day of February, 1919, personally appeared William Pepple and Dorothy Pepple, his wife and acknowledged the execution of the within and annexed Deed to be their voluntary act and deed. Witness my hand and Notarial seal this 27 day of February, 1919. Dessie M. Young, My commission ezpored March 24, 1919.

Received for record, this 28th day of February, 1919, at 2:30 o'clock p.m. and recorded in Record 254, page 440, Frank Cunnison, Recorder for Allen County. Duly entered for taxation, February 27, 1919, August C. McCoy, Auditor

the following REAL ESTATE, in Allen County, in the State of Indiana, to-wit:

In Witness Whereof, The said William Pepple and Dorothy Pepple his wife have hereunto set their hands and seals this 27th day of February 1917

William Pepple [SEAL]

Dorothy M Pepple [SEAL]

[SEAL]

[SEAL]

215.109

WARRANTY DEED.

THE D. H. GOBLE PRINTING CO., GREENFIELD, IND.

This Indenture Witnesseth, That William Pepple
Dorothy Pepple his wife
of Allen County, in the State of Indiana
CONVEY AND WARRANT to John B. Fitch and
Belle Fitch jointly
of Allen County, in the State of Indiana
for the sum of Twenty Seven Hundred DOLLARS
the following REAL ESTATE, in Allen County, in the State of Indiana, to-wit:
All that part of the north Thirty
(30) rods of the northwest quarter
(¼) of Section Three (3) Township
Thirty-Two (32) north, range
Twelve (12) east, lying west of Kells
mill race containing 18 50/100 acres
of land more or less,
Excepting therefrom one (1) acre
of land heretofore to-wit:
On May 6/1907 conveyed by
Israel Myers and Catherine Myers
his wife to Willis B. Preston and
Nannie B. Preston as shown by
deed recorded in record of Deeds
Volume 193, Page 277 of the deed
records in the office of the recorder
of Allen County, Indiana;
Said John B. Fitch and Belle Fitch
are to assume the mortgage
of Twelve Hundred Dollars that is
given and unpaid upon above
described land.

In Witness Whereof, The said William Pepple and
Dorothy Pepple his wife
have hereunto set their hands and seals this 27th day
of February 1919

William Pepple [SEAL]
Dorothy M Pepple [SEAL]
[SEAL]
[SEAL]

DOCUMENTARY 1 DOLLAR

2/28/19

215.109

THE D. H. GOBLE PRINTING CO., GREENFIELD, IND.

WARRANTY DEED.

This Indenture Witnesseth, That William Pepple v Dorothy Pepple his wife

of Allen County, in the State of Indiana

CONVEY AND WARRANT to John B. Fitch and Belle Fitch jointly

of Allen County, in the State of Indiana

for the sum of Twenty-Seven-Hundred DOLLARS

Section 4
Allen Co.

George DeLong to
Henry Fair to
Nathaniel Fitch

Sarah to Mathias
Francelia to Mathias

STATE OF INDIANA,
Noble COUNTY, } SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 27 day of February 1919 personally appeared William Pepple and Dorothy Pepple his wife

and acknowledged the execution of the within and annexed DEED to be their voluntary act and deed

WITNESS my hand and Notarial Seal, this 27 day of February, 1919

Dessie M. Young [SEAL]

My commission expires March 24, 1919

Mail
Huntertown
Ind.

WARRANTY DEED.

FROM
William Pepple

TO
John B. Fitch
Belle Fitch

RECEIVED FOR RECORD

This 28 day
of Feb 1919
at 2 30 o'clock P M., and
Recorded in Record 254
Page 440 440
Frank Cunnison Recorder
for Allen County.

Recorder's Fees, - - $

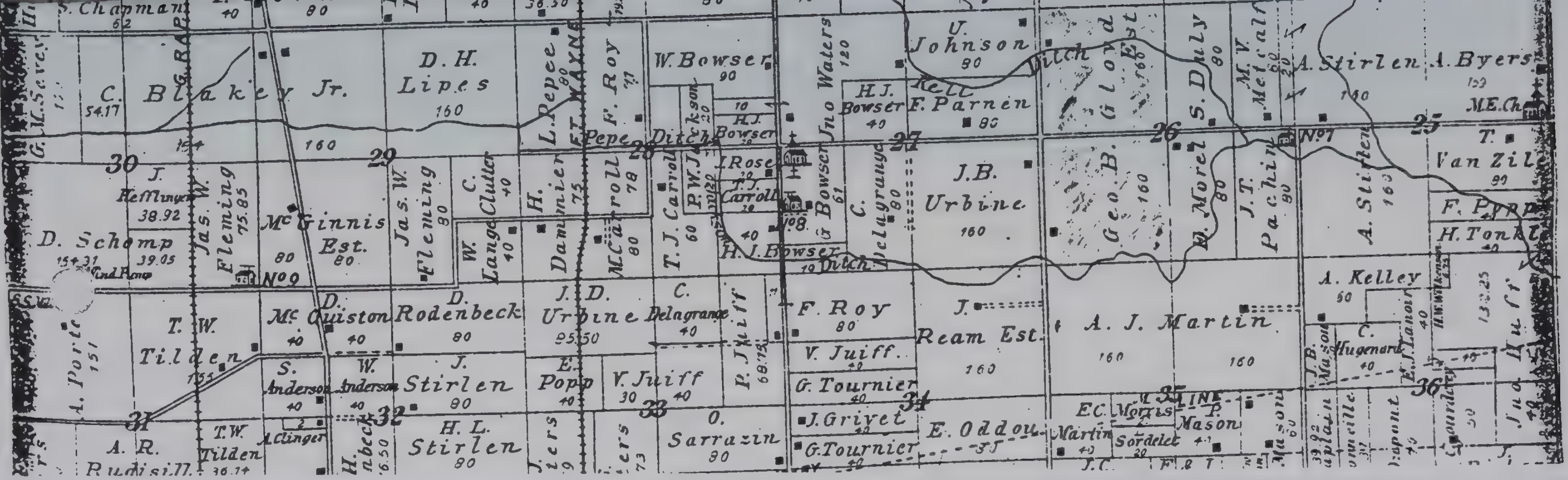
DULY ENTERED FOR TAXATION
Feb 27th, 1919
August C. Mey Auditor.

Transfer Fees - - $

Section 4
Allen Co.

George DeLong to
Henry Fair to
Nathaniel Fitch

Sarah to Mathias
Francelia to Mathias


S. Chapman
G. M. Sevey
C. Blakey Jr.
54.17
30
J. Heffinger
38.92
D. Schomp
39.05
Jas. W. Fleming
75.85
N° 9
Mc Ginnis Est.
80
29
D. H. Lipes
160
Jas. W. Fleming
80
C. Clutter
W. Lange
H. Dammier
75
L. Pepee
80
FT. WAYNE
F. Roy
Pepe Ditch
28
Mc Carroll
78
T. J. Carroll
P. W. Jackson
W. Bowser
90
H. J. Bowser
I. Rose
T. J. Carroll
N° 8
H. J. Bowser
Ditch
G. Bowser
61
Jno Waters
120
H. J. Bowser
F. Parnen
C. Delagrange
80
27
U. Johnson
90
Ditch
J. B. Urbine
160
Geo. B. Gloyd Est
160
26
S. Daly
80
D. Morel
80
M. V. Metcalf
J. T. Pachin
90
N° 7
A. Stirlen
140
A. Stirlen
160
A. Byers
M. E. Ch.
25
T. Van Zil
F. Pypp
H. Tonkle
A. Kelley
60
C. Hugenard
E. J. Lanoir
J. B. Mason
36
Jno Huff
A. Porte
151
T. W. Tilden
31
A. R. Rudisill
T. W. Tilden
36.14
A. Clinger
S. Anderson
W. Anderson
D. Mc Quiston
D. Rodenbeck
80
J. Stirlen
80
32
H. L. Stirlen
80
J. D. Urbine
95.50
E. Popp
C. Delagrange
V. Juiff
33
O. Sarrazin
80
P. Juiff
68.75
F. Roy
80
V. Juiff
G. Tournier
J. Griyet
G. Tournier
34
J. Ream Est.
160
E. Oddou
A. J. Martin
160
160
E. C. Martin
Morris
35
Sordelet
P. Mason
LINE

Highway 27 / Coldwater Rd
Fitch Rd
Gump Rd.

1880-85

Warren Fitch Home
1913

MAP OF PERRY TOWNSHIP

Cemetary - Nathaniel / Mathias

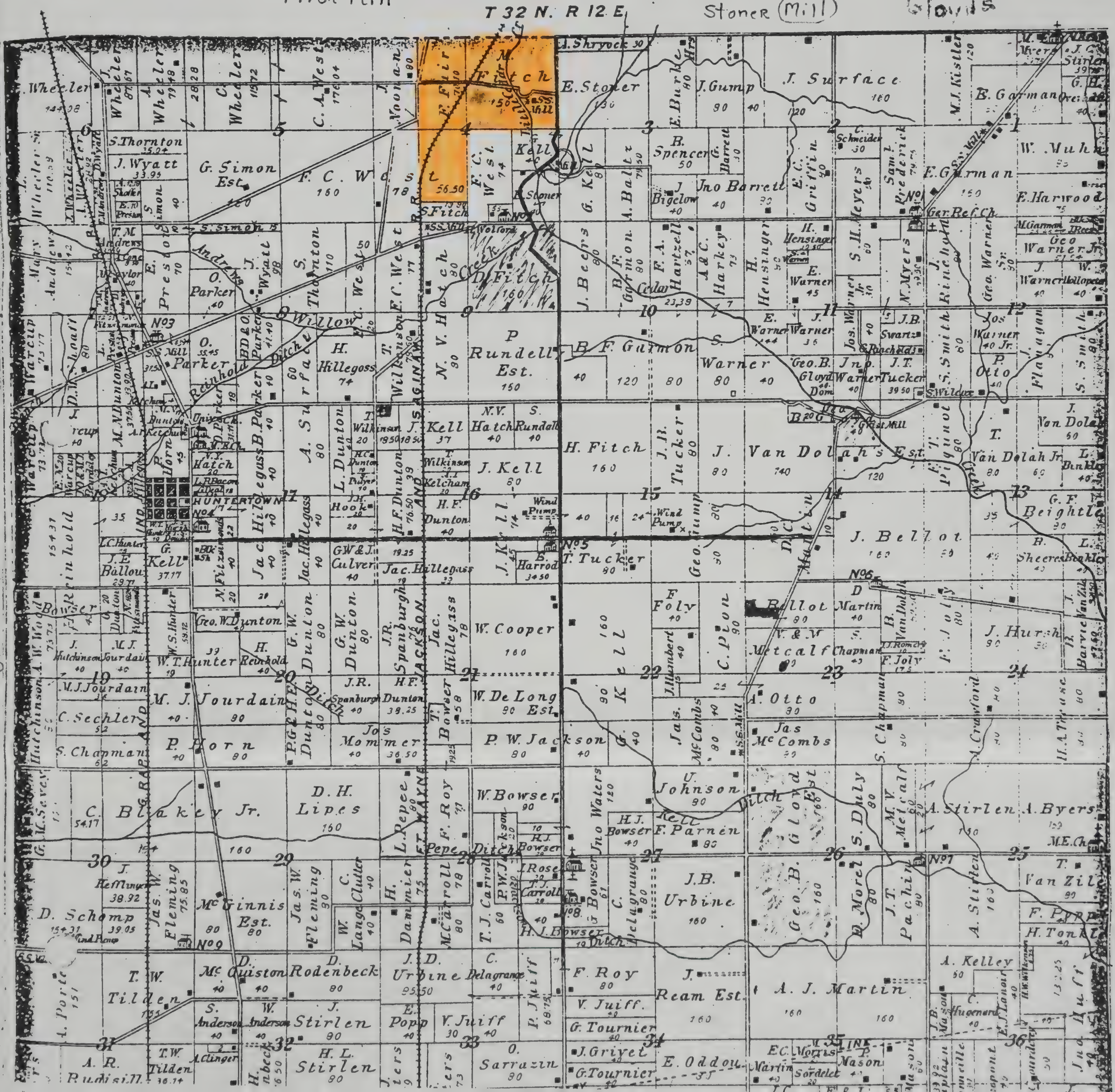
- Fitch Mill

OLD Homestead

Vandolah Mill

Stoner (Mill)

Gloyds



1857 George DeLong to Nathaniel
DeLong to Fair and Fair to Fitch

GEORGE DELONG TO NATHANIEL FITCH

This indenture made this 8th day of July, 1857, between Henry Hogue, administrator de bonis non of the estate of George DeLong, deceased, late of Allen County, Indiana, of the first part, and Nathaniel Fitch, of the said county, of the second part, witnesseth, that on the 14th day of July, 1856, Samuel DeLong, administrator of said estate filed his petition in the court of common pleas of Allen County, Indiana, praying for the sale of the undivided interest that the decedant held at the time of his death in the following manner described lands:

The east half of the north west quarter, and the west half of the north east quarter, except 9 acres off the east side of the last piece and 60 acres off the north side of the east half of the south west quarter, all in section 4, Township 32, North of Range 12 east, in Allen County, Indiana, making **Joel DeLong, Samuel DeLong, Alexander DeLong, James DeLong, Mary Ann DeLong, Joseph DeLong, Rebecca DeLong, and Julia Ann DeLong**, widow and heirs of said decedent, parties thereto, and Samuel DeLong being removed as administrator de bonis non of said estate. Such proceedings were afterwards had in said court that on the 8th day of April, 1857, the administrator de bonis non was ordered to sell the undivided two-thirds of said lands at public sale, and having advertised the same, the said Henry Hogue did on the 23rd day of May, 1857, proceed to sell said undivided two-thirds between the hours prescribed by law, at the courthouse door in said county, and the said Nathaniel Fitch having bid therefore the sum of $1,500.00 and being the highest and best bidder, the same was struck off and sold to him, and the said administrator de bonis non having reported said sale to the court of common pleas of Allen County, Indiana, the same was duly confirmed by said court in all things, said administrator de bonis non ordered by said court to make said purchaser a deed for the said two-thirds of said land. Now Know Ye, that I, Henry Hogue, administrator de bonis non of the estate of George DeLong, deceased, for and in consideration of the said sum of $1,500.00 to me in hand paid by the said Nathaniel Fitch, and by virtue of order of the said court, do hereby sell and convey unto the said Nathaniel Fitch and to his heirs and assigns forever, the said undivided two-thirds of all aforesaid land to have and to hold the same as ample a manner as the same was held by said George DeLong at the time of his death, free and clear of the claims of all heirs of the said George DeLong, or any person claiming under, by, or through them or any of them.

In witness thereof I have as such administrator de bonis non hereunto set my hand and seal the day and year first aforesaid.

Elizabeth Fair to Nathaniel Fitch , 1856

BY THIS DEED Elizabeth Fair, Widow of Henry Fair, deceased, of DeKalb County, in the State of Indiana, convey and quit claim to Nathaniel Fitch of Allen County, in the State of Indiana, for the sum of Five Hundred dollars ($500) the following real estate in DeKalb & Allen counties in the state of Indiana, to wit:

One acre of land in the S.W. corner of the S.W. quarter of Section 34, 5 acres off East side of South West quarter of Section 33, Township 33, North of Range 12 East in DeKalb County and North East quarter & 49 acres in South West part of South East quarter of Section 4 Township 32, North of Range 12 East in Allen County, it being the dower right and life estate of grantor in and to the land which said dower has been assigned by Court of Common Pleas of DeKalb County, as being 36 acres in South East part of the last description aforesaid.

In witness whereof, the said Elizabeth Fair has hereunto set her hand and seal this 5th day of August A.D. 1856 signed by Elizabeth Fair

The State of Indiana, DeKalb County
Before me, Timothy K. Dickinson, a Notary Public in and for said county, this 6th day of August, 1856, Elizabeth Fair acknowledged the execution of the annexed Deed. Witness my hand and __________ seal this 6th day of August, 1856

T. R. Dickenson

Elizabeth Fair to Nathaniel Fitch
Received for record this 16th day of March 1858, at 1 or 4 o'clock P.M. and recorded in Record 14 (?) pages 625
Platt J. Nine, Recorder of Allen County

Julia A. DeLong to Nathaniel Fitch 1857

I, Julia Ann DeLong of Allen County, in the State of Indiana, quit claim to Nathaniel Fitch of Allen County, in the State of Indiana, for the sum of Fifteen Hundred Dollars the following real estate in Allen County, in the State of Indiana, to wit: The East half of the North West quarter, and the West half of the North East quarter except 9 acres off of the East side of the last piece in Section 4 Township 32 North of Range 12 East containing 140 acres of land more or less.

In witness Whereof, the said Julia Ann DeLong hath hereunto set her hand and seal this 22nd day of September, 1857.

Signed, Julian Ann DeLong, her mark

State of Indiana, Allen County Sct: Before me, Joseph Hunter, a Justice of the Peace in and for said County, this 22nd day of September, 1857, Julia Ann DeLong and 6 check marks….. acknowledged the execution of the annexed deed. Written by my hand and checkmark, checkmark seal, Joseph Hunter, Justice of the Peace.

Clark to Fitch

Warranty deed

By this deed, Oran M. Clark, of DeKalb County, in the State of Indiana, convey and warrant to Nathaniel Fitch of DeKalb County, in the State of Indiana for the sum of $100 the following real estate in DeKalb County, in the State of Indiana to wit: Commencing at a point about 15 rods east of the Northwest corner of the South half of the Southwest quarter of Section 34 in Township 33 North of Range 12 East, where the mill race now enters, said south half of said quarter and running thence with the course of said mill race to the West line of said South half of said Southwest quarter, 20 feet wide, to be used for a mill race, and whenever said land ceases to be used as _______ for a mill race the same shall revert to and become the property, in fee simple, of the said Oran M. Clark.

In Witness Whereof, the said Oran M. Clark has herewith set his hand and seal this 11th day of January, A.D. 1865

WARRENTY DEED

THIS INDENTURE, made this twenty-third day of January, in the year of our Lord, one thousand eight hundred and fifty, between GEORGE DELONG AND REBECCA DELONG, his wife, of the county of Allen, and the state of Indiana, of the first part, and HENRY FAIR, of the county of Allen, and the state of Indiana, of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of Four Hundred and Twenty dollars, to the said party of the first part by the party of the second part, in hand paid, the receipt whereof is hereby acknowledged; hath GRANTED, BARGAINED AND SOLD, and by these presents do GRANT, BARGAIN, ALIEN, SELL, CONVEY AND CONFIRM unto the said party of the second part, his heirs and Assigns forever all the following described piece or parcel of land:

Beginning at the South East corner of the North East quarter of Section No. Four (4) Township No. Thirty-Two (32) North of Range No. twelve (12) East Sta ??? No. 1, North twenty chains No. two (2), West nineteen (19) chaines, ninety-five (95) links, No. three (3) South fifty (50) links No. four (4) ______ sixty-nine (69) _____ three (3) chains and twenty-five (25) links, No. five (5) No. four (4) W three (3) chaines fifty-three links No. six (6) S 86 ½ ____ one chain eighty-three links, No. seven (7) ____ fifteen one half 15 ½ _____ four chains and thirty-five links ____eight ______13 ½, E two chains and ninety-two links, No. 9 S 43 ¼ E three chains, ninety-five links, No. (10) S 10 ½, W two chains and 85 links, No. (11) S 34 E 2 chains, 66 links, No. (12) S 48 ½ E 5 chains 77 links, No (13) N 76 ¼ E 4 chains 78 links, No. (14) S 13 E 3 chains, No. (15) ___ 7 W 3 chains 24 links, No. (16) East 14 chains 69 links, containing 49 acres, together with all the rights, privileges, and appurtinances therewith belonging, TO HAVE AND TO HOLD the above described premises with all the improvements and appurtinances, to the same, belonging to the said party of the second part, his heirs and assigns forever, and the said party of the first parts, and for themselves and their heirs, do hereby covenant with the said party of the second part and his heirs, that their lawfully seized in fee of the premises aforesaid, and have good right, full power and lawful ___________ to sell and convey the same in manner aforesaid; that the premises are free and clear from all in-cumbrances ___________- and that they will FOREVER WARRANT AND DEFEND the same and the quiet and __________ possession thereof, together with the appurtinances to the same belonging or appertaining, and the said HENRY FAIR, his heirs and assigns against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GEORGE DELONG and REBECCA DELONG who hereby relinquish her right of dower to the above described premises, have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

GEORGE DLONG
REBECCA DLONG

State of Indiana, Allen County

I, Hiram S. Parker, one of the Justices of the Peace of said County, do hereby certify that the above named GEORGE DELONG came personally before me and acknowledged the foregoing instrument of writing to be his voluntary act and deed for the purposes therein mentioned. Also REBECCA DELONG, above named, the wife of the said

GEORGE DELONG, who being by me examined privately, separate and apart from, and without the hearing of her said husband, and the full contents and purpose of the said deed being by made known to her acknowledged that she executed the same of her own free will and accord, and without any coersion or compulsion from her said husband.

IN WITNESS OF WHICH, I hereunto set my hand seal, this 23rd day of February, AD 1850

Hiram S. Parker, J. P.

Front says:

DELONG TO FAIR
Transferred March 23, 1850
Recorded in Deed Book J Vol C28 (???) G or of Records of Allen County, In, March 28th 1850. E. J. Colenight, Recorder (name not easily readable)

The above description was very hard to decipher and would need more work to be correct. But the deed says that George and Rebecca DeLong sold to Henry Fair 49 acres in Perry Township, Allen County, Indiana for $420. Approximate place of property, in Section 4, south east corner of the north east quarter. Which would be some of the mill property that belonged later to Nathaniel and then later to Mathias Fitch where he built his home.

This is George Washington DeLong, son of Joseph DeLong, and cousin to Sarah DeLong who married Nathaniel Fitch. Henry Fair is the son of Peter Fair a first settler in DeKalb and Allen Counties. Henry had a son, Christian Norman Fair, who married Francelia Fitch, daughter of Nathaniel and Sarah. Henry was dead by 1854. He went west and was never heard from again.

ble posseſsion

persons whomsoever.

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bove written.

L Long

D Long

ee of said

ary act and Deed,

husband , and the
executed the same

A. D. 1850

J.P.

WARRANTY DEED.

THIS INDENTURE, Made this twenty third day of January, in the year of our Lord one thousand eight hundred and ~~forty~~ fifty, between George Delong and Rebecka Delong his wife of the County of Allen, and State of Indiana of the first part, and Henry Fair of the County of Allen, and State of Indiana of the second part, **Witnesseth,** That the said party of the first part, for and in consideration of the sum of four hundred and ninety Dollars to the said party of the first part by the party of the second part, in hand paid, the receipt whereof is hereby acknowledged; hath **granted, bargained and sold** and by these presents do **grant, bargain, alien, sell, convey, and confirm** unto the said party of the second part his Heirs and Assigns forever all the following described piece or parcel of land: Beaining at the Sauth East Corner of the north East quarter of Section No Four (4) Township No Thirty Two (32) North of Range No twelve (12) East Sta No 1 [illegible] twenty chains No two (2) West Nineteen (19) chaines nintey five (95) links No three (3) Sauth fifty (50) links No four (4) S sixty nine (69) W three (3) chain and twenty five links No five (5) No foure (4) W three (3) chanes fifty three links No six (6) S 86½ W one chaine Eighty three links No seven (7) S fifteen and half 15½ W four chans and thirty five links No 8 Eight Sauth 13½ E two chans and ninty third links no 9 S 43¾ E three chanes ninety five links No 10 S 10½ W 2 chans 86 links No 11 S 34 E 2 chains 66 links No 12 S 48¾ E 5 chains 77 links No 13 N 76¾ E 4 chans 80 links no 14 S 13 E 3 chains Eighty [illegible] no 15 S 77 W 3 chains 24 links no 16 East 18 chain 59 Links together with all the rights, privileges, and appurtenances thereunto belonging,

To Have and to Hold The above described premises with all the improvements and appurtenances, to the same belonging, to the said party of the second part, his heirs and assigns forever, and the said party of the first parts for them selves and thar Heirs, do hereby covenant with the said party of the second part and his heirs, that thai lawfully seized in fee of the premises aforesaid, and have good right, full power and lawful [illegible] to sell and convey the same in manner aforesaid; that the premises are free and clear from all incumbrances w[illegible] and that thay will **FOREVER WARRANT AND DEFEND** the same and the quiet and [illegible] possession thereof, together with the appurtenances to the same belonging or appertaining, unto the said Henry Fair his heirs, and assigns against the lawful claims of all persons whomsoever.

In Witness Whereof, the said George Delong and Rebecca Delong who hereby relinquish her right of dower to the above described premises, have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

George D Long
Rebecca Dlong

STATE OF INDIANA, Allen County } SS.

I Hiram L Parke one of the Justices of the Peace of said County do hereby certify that the above named George Delong came personally before me and acknowledged the foregoing instrument of writing to be his voluntary act and Deed, for the purpose therein mentioned. Also Rebecca Delong above named, the wife of the said George Delong who being by me examined privately, seperate and apart from, and without the hearing of her said husband, and the full contents and purport of the said deed being by me made known to her acknowledged that she executed the same of her own free will and accord, and without any coercion or compulsion from ~~said~~ her sd husband,

In Witness of Which, I hereunto set my hand seal, this 23 day of February A. D. 1850

Hiram L Parker J.P.

Containing fifty nine acres

DEFEND the same and the quiet an

appertaining, unto the said Me

assigns against the lawful claims of

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who hereby relinquish her

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compulsion from ~~said~~ her ~~sa~~husband

23 day of Febuar

Hiram L Parm

ere

Mathias to Sarah E. Fitch

This Indenture Witnesseth, that Mr. Matthias Fitch and Francis Fitch, his wife, of Allen County, in the State of Indiana, Mortgage and Warrant to Sarah E. Fitch of Allen County in the State of Indiana, for the sum of Fifteen Hundred Dollars the following real estate, situate in Allen County and State of Indiana and described to wit: The West half of the North East Quarter of Section Four (4) Township Thirty-two (32) North, Range Twelve (12) East. To secure the payment by us of the sum of Fifty Dollars on the first day of February of each and every year during the term of the life of the Sarah E. Fitch, the same to be paid to her with interest if not paid when due and such payments cease and this mortgage to be cancelled upon the death of the said Sarah E. Fitch and the mortgagors expressly agree to pay the sum of money above secured without any relief from valuation or appraisement laws.

In Witness Whereof the Mortgagors have hereunto set their hands and seals this 20th day of July, A.D. 1878.

Mathias Fitch Seal
Frances Fitch Seal

State of Indiana, Allen County

Before me, Alanson C. Griffin, a Justice of the Peace, in and for said County, this 27th day of July, 1878, Matthias Fitch and Frances Fitch appeared and acknowledged the execution of the annexed Mortgage. Witness my hand and seal this 27 day of July A.D. 1878.

Alanson C. Griffin, Justice of the Peace Seal

Received for Record This 27 day of July 1878 at 12 o'clock and recorded in Record 34, page 417 by Joseph Mumma, Jr (???), Recorder of Allen County. Paid $1.25

On this paper are the payments that Mathias made to his mother, Sarah, listed for every year, signed by Sarah and sometimes with the signature of a witness, like Ida, or Harvey.

Belong
To
Fair

Transferred March [illegible]
1850
H. W. [illegible]
Audr

Recorded in Deed Book T
628 of Records of Allen Co.
Mar. 28, 1850 C. J. Calm [illegible]
[illegible]

Mathias to Sarah E. Fitch

This Indenture Witnesseth, that Mr. Matthias Fitch and Francis Fitch, his wife, of Allen County, in the State of Indiana, Mortgage and Warrant to Sarah E. Fitch of Allen County in the State of Indiana, for the sum of Fifteen Hundred Dollars the following real estate, situate in Allen County and State of Indiana and described to wit: The West half of the North East Quarter of Section Four (4) Township Thirty-two (32) North, Range Twelve (12) East. To secure the payment by us of the sum of Fifty Dollars on the first day of February of each and every year during the term of the life of the Sarah E. Fitch, the same to be paid to her with interest if not paid when due and such payments cease and this mortgage to be cancelled upon the death of the said Sarah E. Fitch and the mortgagors expressly agree to pay the sum of money above secured without any relief from valuation or appraisement laws.

In Witness Whereof the Mortgagors have hereunto set their hands and seals this 20th day of July, A.D. 1878.

Mathias Fitch Seal
Frances Fitch Seal

State of Indiana, Allen County

Before me, Alanson C. Griffin, a Justice of the Peace, in and for said County, this 27th day of July, 1878, Matthias Fitch and Frances Fitch appeared and acknowledged the execution of the annexed Mortgage. Witness my hand and seal this 27 day of July A.D. 1878.

Alanson C. Griffin, Justice of the Peace Seal

Received for Record This 27 day of July 1878 at 12 o'clock and recorded in Record 34, page 417 by Joseph Mumma, Jr (???), Recorder of Allen County. Paid $1.25

On this paper are the payments that Mathias made to his mother, Sarah, listed for every year, signed by Sarah and sometimes with the signature of a witness, like Ida, or Harvey.

MORTGAGE DEED.

FROM

Matthias Fitch et ux

TO

Sarah E. Fitch

Received for Record

This 29 *day of* May 1878

at 12 *o'clock M., and recorded in Record* 34,

Pages 417.

Joseph [illegible]

Recorder of [illegible] *Co.*

PRINTED FOR AND SOLD BY

SIEMON & BROTHER,

50 Calhoun Street, FORT WAYNE, IND.

Fort Wayne Sentinel Print.

Paid $1.25

This Indenture Witnesseth, That We, Matthias Fitch & Francis Fitch his wife

of Allen County, in the State of Indiana

MORTGAGE AND WARRANT to Sarah E. Fitch

of Allen County, in the State of Indiana for the sum of Fifteen Hundred Dollars.

the following *REAL ESTATE*, situate in Allen County and State of Indiana, and described to wit:

The west half of the north East quarter of section Four (4) Township Thirty two (32) north, Range Twelve (12) East,

To secure the payment by us of the sum of fifty Dollars on the 1st day of February of each and Every year during the term of the life of the said Sarah E. Fitch, the same to be ~~to secure the payment of the following described note:~~ paid to her with interest if not paid when due, and such payments to cease, and this mortgage to be Cancelled upon the death of the said Sarah E. Fitch.

and the Mortgagors expressly agree to pay the sum of money above secured without any relief from valuation or appraisement laws,

In Witness Whereof, the Mortgagors have hereunto set their hands and seals this 20th day of July A. D. 1878.

[SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

State of Indiana, Allen **County, set.**

Before me, [illegible]

a [illegible] in and for said

County, this [illegible] day of [illegible] 18[illegible]

Matthias Fitch & Francis Fitch appeared &

acknowledged the execution of the annexed Mortgage.

WITNESS my hand and seal this [illegible]

day of [illegible] A. D. 18....

[illegible] [SEAL.]

contract at the above
date ($50) fifty dollars

Sarah X
mar

Feb. 2. 1887.

Received on within
Contract on the above
date. forty dollars. ($50

Sarah Fitch X

Feb. 1. 1888.

Recieved on within con
on the above date
fifty dollars ($50.)

Sarah Fitc

Emma
witn

Francelia Fair to Matthias Fitch

State of Indiana, Allen County, SS. This Indenture Witnesseth that we FRANCELIA FAIR and CHRISTIAN FAIR, her husband of Rice County, in the state of Kansas, have received full payment and satisfaction of and hereby release absolutely a certain mortgage executed to said Francelia Fair by Matthias Fitch of Allen County in the State of Indiana, upon the East half of the North West Quarter of Section Four (4) Township thirty-two (32) North Range Twelve (12) East in Allen County, Indiana, and Recorded in Mortgage Record No. 36 on page 101 in the Recorder's Office of said Allen County, Witness our hands and seals this 14 day of October 1884.

Francelia Fair Seal
Christian Fair Seal

State of Kansas SS
Rice County

Personally appeared before me the above named Francelia Fair and Christian Fair, her husband, and acknowledged the execution of the above and foregoing Instrument for the uses and purposes therein named. Witness my hand and Notarial Seal this 14th day of October 1884.

H. H. Bueter, Notary Public
Term expires March 13, 1886

Received [illegible]
[illegible]
Sarah E. Fitch +

Feb. 2.
[illegible]
[illegible]
date $50. fifty dollars.
Sarah E. Fitch +

Feb. 1. 1881.
[illegible]
contract at the above
date $50. fifty dollars.
Sarah E. Fitch +

Febuary 3rd 1882
Recd on within
contract at the above
date $50 Fifty dollars her
Sarah E Fitch +
mark

Febuary 1st 1883
Received on within
contract at the above
date $50 fifty dollars
Sarah Fitch + her mark

Febuary. 1, 1884,
Received on within
contract at the above
date $50. fifty, dollars
Sarah Fitch x
her mark

February 2-1885
Received on within
contract at the above
date ($50) fifty dollars
her
Sarah X Fitch
mark
David Fitch
witness

Feb 1st 1886
Received on within
contract at the above
date ($50) fifty dollars
her
Sarah + Fitch
mark

Feb. 2. 1887.
Received on within
Contract on the above
date. fifty dollars. ($50)
Sarah Fitch +

Feb. 1. 1888.
Recived on within contract
on the above date
fifty dollars. ($50)
her
Sarah Fitch
mark
Emma B. Fitch
witness

MORTGAGE DEED.

FROM

Matthias Fitch et ux

TO

Sarah E. Fitch

Received for Record

This 29 day of July 1878

at 12 o'clock M., and recorded in Record 34,

Pages 417

Joseph Mosier
Recorder of Cass Co.

PRINTED FOR AND SOLD BY
SIEMON & BROTHER,
50 Calhoun Street, FORT WAYNE, IND.

Fort Wayne Sentinel Print.

Paid $2

Recd on within contract at above
date ($50.00) fifty Dollars March 5/1907
Witness Lloyd Sarah Fitch
mark X

February. 1, 1889.
Received on within
contract at the above
date ($50) fifty dollars
her
Sarah X Fitch
mark
E. R. Fitch. witness.

February 2nd 1891
Received on within contract
at the above date ($50) fifty dollars
Ida A. Fitch. witness
Sarah E. Fitch
her mark X

January 30 1892
Received on within
contract at above date ($50)
fifty dollars Sarah E Fitch
her
mark
Witness Harvey Fitch

Received on within contract
at the above date $50 fifty dollars
Sarah E. Fitch X
her
mark
Ida Fitch Mason
witness

April 30, 1894
Received on the within contract
at the above date Fifty dollars ($50

Francelia Fair to Matthias Fitch

State of Indiana, Allen County, SS. This Indenture Witnesseth that we FRANCELIA FAIR and CHRISTIAN FAIR, her husband of Rice County, in the state of Kansas, have received full payment and satisfaction of and hereby release absolutely a certain mortgage executed to said Francelia Fair by Matthias Fitch of Allen County in the State of Indiana, upon the East half of the North West Quarter of Section Four (4) Township thirty-two (32) North Range Twelve (12) East in Allen County, Indiana, and Recorded in Mortgage Record No. 36 on page 101 in the Recorder's Office of said Allen County, Witness our hands and seals this 14 day of October 1884.

Francelia Fair Seal
Christian Fair Seal

State of Kansas SS
Rice County

Personally appeared before me the above named Francelia Fair and Christian Fair, her husband, and acknowledged the execution of the above and foregoing Instrument for the uses and purposes therein named. Witness my hand and Notarial Seal this 14th day of October 1884.

H. H. Bueter, Notary Public
Term expires March 13, 1886

Francelia Fair &
Christian Fair.
to
Mathias Futch

Release of Mortgage

Received for record
Oct 22/84 at 12 M
recorded in Mortgage
record 45 page 549

Thos J Keller
Rec Co

Paid 50¢

Francelia Fair
Christian Fair
to
Matthias Futch
Release of Mortgage

Received for record
Oct 22/84 at 12 M
recorded in Mortgage
record 45 page 549

Thos J Keller
Rec A Co

Paid 50¢

State of Indiana Allen County ss.

This Indenture witnesseth that we Francelia Fair and Christian Fair her husband of Rice County in the State of Kansas, have received full payment and satisfaction of and hereby release absolutely a certain Mortgage executed to said Francelia Fair by Matthias Futch of Allen County in the State of Indiana upon the east half of the North West quarter of Section four (4) Town thirty two 32 North Range twelve east in Allen County Indiana and Recorded in Mortgage Record No. 36 on page 601. In the Recorders office of said Allen County

Witness our hands and seals this 14 day of October 1884

Francelia Fair (Seal)
Christian Fair (Seal)

State of Kansas }
Rice County } ss

Personally appeared before

Sarah to Mathias 1878

This Indenture Witnesseth that I, Sarah E. Fitch, widow of Nathaniel Fitch, deceased, late of Allen County, Indiana, in consideration of $2,500 to me paid by Matthias Fitch, the receipt whereof is hereby acknowledged, do grant, bargain, sell, and convey to the said Matthias Fitch, heirs and assigns forever, the following real estate in Allen County and State of Indiana and described as follows to wit:

The West half of the North East quarter of Section 4 Township 32 North, Range 12 East, it being part of the lands partitioned and set off to me by decree of the Allen Superior Court, July 3, 1878. Together with all the privileges and appurtenances to the same belonging, to have and to hold, the same to the said Matthias Fitch, his heirs and Assigns forever. The Grantor her Heirs and Assigns, hereby covenanting with the Grantee, his Heirs and Assigns, that the Title so conveyed is clear, free and unincumbered, that she is lawfully siezed of the premises aforesaid, as of a sure and indefeasible Estate of inheritance in Fee Simple, and that she will warrant and defend the same against all claims whatsever.

In Witness Whereof, the Grantor has hereto set her hand and seal this 20th day of July, A.D. 1878.

Attest: Rev. Robertson Signed: Sarah E. Fitch, her mark me the above named Francelia Frain and Christian Frain her husband and acknowledged the execution of the above and foregoing Instrument for the uses and purposes therein named.

Witness my hand and Notarial Seal this ~~10~~ 14 day ~~of September 1884~~,

~~[illegible]~~

~~Justice of the Peace~~

October 1884.

H H Bruter
Notary Public

Terms Expires March 13 . 1886

Sarah to Mathias 1878

This Indenture Witnesseth that I, Sarah E. Fitch, widow of Nathaniel Fitch, deceased, late of Allen County, Indiana, in consideration of $2,500 to me paid by Matthias Fitch, the receipt whereof is hereby acknowledged, do grant, bargain, sell, and convey to the said Matthias Fitch, heirs and assigns forever, the following real estate in Allen County and State of Indiana and described as follows to wit:

The West half of the North East quarter of Section 4 Township 32 North, Range 12 East, it being part of the lands partitioned and set off to me by decree of the Allen Superior Court, July 3, 1878. Together with all the privileges and appurtenances to the same belonging, to have and to hold, the same to the said Matthias Fitch, his heirs and Assigns forever. The Grantor her Heirs and Assigns, hereby covenanting with the Grantee, his Heirs and Assigns, that the Title so conveyed is clear, free and unincumbered, that she is lawfully siezed of the premises aforesaid, as of a sure and indefeasible Estate of inheritance in Fee Simple, and that she will warrant and defend the same against all claims whatsever.

In Witness Whereof, the Grantor has hereto set her hand and seal this 20th day of July, A.D. 1878.

Attest: Rev. Robertson Signed: Sarah E. Fitch, her mark

Mathias Mortgage Paid

State of Indiana, County of Allen, SS

Mathias Fitch in account with Sarah E. Fitch on certain Mortgages described as follows: One mortgage given by Mathias Fitch to Sarah Fitch and Recorded in Mortgage Record No. 34, page 417 and one given by Harvey Fitch to Sarah E. Fitch, Recorded in Mortgage Record No. 34, page 417. Received of Mathias Fitch payment in full as required by the above described Mortgages and is hereby released from all demands from said above mortgages to the year 1903.

Sarah E. Fitch, her mark Seal

State of Indiana
County of Allen, SS

Before me, Martin L. Hoffman, a Justice of the Peace, in and for DeKalb County and State aforesaid, personally came Sarah E. Fitch and acknowledged the execution of the above receipt and release.

Witness my hand and scroll seal this 26th day of February, 1903

Martin L. Hoffman, Justice of the Peace Seal

George O. Denison, Clerk of the DeKalb Circuit Court of record within and for said County, certify that Martin L. Hoffman is an acting Justice of the Peace therein duly commissioned and qualified, that his commission as such Justice of the Peace is dated November 19, 1902 and will expire November 19, 1906 and that as such Justice of the Peace he is authorized by the law to administer oaths and take acknowledgments generally.

In Witness thereof, I hereunto set my hand and affix the seal of said Court at Auburn, Indiana, this fifth day of March, 1903

George O. Denison

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...

State of Indiana }
County of Allen } SS.

Mathias Fitch in account with Sarah E. Fitch on certain Mortgages described as follows. One Mortgage given By Mathias Fitch to Sarah Fitch, and Recorded in Mortgage Record No 34 Page 417 and one given By Harvy Fitch to Sarah E. Fitch, Recorded in Mortgage Record No 34 Page 417. Recived of Mathias Fitch payment in full as Required by the above described Mortgages. and is hereby Released from all demands from Said above Mortgages to the Year 1903

her
Sarah E ✕ Fitch. (Seal)
mark.

State of Indiana }
County of Allen. } SS

Before Me Martin L.

State of Indiana, } SS.
DeKALB COUNTY, }

I, Geo. O. Denison Clerk of the DeKalb Circuit Court, a court of record with
and for said County, certify that Martin L. Hoffman is
acting Justice of the Peace therein, duly commissioned and qualified; th
his commission as such Justice of the Peace is dated Nov. 19-19
189 , and will expire Nov. 19-1906 189— , and that
such Justice of the Peace he is authorized by law to adminis
oaths and take acknowledgments generally.

In Witness Whereof, I hereunto set my hand and affix the seal of said cou
at Auburn, Indiana, this fifth
day of March 1903.
George O. Denison Cle

Mathias Land Abstract

An Abstract of the Title to the EAST THREE QUARTERS OF THE NORTH HALF OF SECTION 4, also THE WEST HALF OF THE NORTH WEST QUARTER, SECTION 10, all in TOWNSHIP 32, North of Range 12, East, Allen County, excepting the right of way of the Fort Wayne, Jackson and Saginaw Railway.

(The above is the land of Mathias Fitch where he had his home and sawmill and Section 10 is the land and farm that was across 27 from Nathaniel's land)

……

June 10, 1834, JOHN MAJORS enters the West half, North East Quarter Section 4, Twp. 33, Range 12, containing 80 acres, as shown by Tract Book.

……

June 10, 1834, JOHN MAJORS enters the South East Quarter of the North East Quarter, Section 4, Township 32, Range 12, containing 40 acres, as shown by Tract Book

……

June 30, 1834, JOHN MAJORS enters the East half, North West Quarter, Section 4, Township 32, Range 12, containing 80 acres, as shown by Tract Book.

……

October 10, 1840, The Sheriff of Allen County, conveys the East half, North West Quarter, and the West half, North East Quarter and the South East Quarter, North East Quarter, Section, Township 32, Range 12, Allen County, Indiana, containing 200 acres to GEORGE DELONG, his heirs and assigns.

Deed recites that Pierson Spurring recovered at March Term 1840, Allen County Circuit Court Judgment against John Majors for $1162 and costs - Writ of execution sued out - Sheriff in pursuance of said writ levied upon and secured said land, and having legally advertised the same did on October 19, 1840, sell the fee simple of said land or all the right title, interest of claim of said John Majors in and to the same, to George DeLong for $600. Recorded October 30, 1840. Book 6, page 446

……

October 19, 1846, John Majors doth remise, release and quitclaim the East half, North West Quarter and the West half, North East Quarter, and the South East Quarter, North East Quarter, all in Section 4, Township 32, Range 12, in all 200 acres, to George DeLong, his heirs and assigns, for $475. Recorded October 20, 1846, Book 6, page 447.

……

January 23, 1850, GEORGE DELONG AND REBECCA, his wife, convey, warrant and defend, the following pieces of land, beginning at the S.E. Corner of the North East Quarter, Section 4, Township 32, Range 12, Sta. No. 1, North 20 chains, No. 2, West 19.95 chains, No. 3, South 50 links, No. 4, North 69 West, 3.25 chains, No. 5, North 4 West, 3.53 chains, No. 6, South 86 ½ , West, 1.83 chains.........long description........read abstract............ To HENRY FAIR, for $490. Recorded March 25, 1850 ....Book J,

State of Indiana }
County of Allen } ss.

Mathias Fitch in account with Sarah E. Fitch on sertain Mortgag- described as follows. One Mortgage given By Mathias Fitch to Sarah Fitch, and Recorded in Mortgage Record No 34 Page 417 and one given By Harvy Fitch to Sarah E. Fitch, Recorded in Mortgage Record No 34 Page 417. Received of Mathias Fitch payment in full as Required by the above described Mortgages. and is hereby Released from all demands from said above Mortgages to the Year 1903

Sarah E her X mark Fitch. (Seal)

State of Indiana }
County of Allen. } ss

Before Me Martin L. Hoffman a Justice of the Peace in and for DeKalb County and State aforesaid Personally came Sarah E. Fitch. and acknowledged the Execution of the above Receipt and Release.

Witness My hand and Scroll seal this 26 day of February 1903

Martin L. Hoffman. J.P. (Seal)

Mathias Land Abstract

An Abstract of the Title to the EAST THREE QUARTERS OF THE NORTH HALF OF SECTION 4, also THE WEST HALF OF THE NORTH WEST QUARTER, SECTION 10, all in TOWNSHIP 32, North of Range 12, East, Allen County, excepting the right of way of the Fort Wayne, Jackson and Saginaw Railway.

(The above is the land of Mathias Fitch where he had his home and sawmill and Section 10 is the land and farm that was across 27 from Nathaniel's land)

……

June 10, 1834, JOHN MAJORS enters the West half, North East Quarter Section 4, Twp. 33, Range 12, containing 80 acres, as shown by Tract Book.

……

June 10, 1834, JOHN MAJORS enters the South East Quarter of the North East Quarter, Section 4, Township 32, Range 12, containing 40 acres, as shown by Tract Book

……

June 30, 1834, JOHN MAJORS enters the East half, North West Quarter, Section 4, Township 32, Range 12, containing 80 acres, as shown by Tract Book.

……

October 10, 1840, The Sheriff of Allen County, conveys the East half, North West Quarter, and the West half, North East Quarter and the South East Quarter, North East Quarter, Section, Township 32, Range 12, Allen County, Indiana, containing 200 acres to GEORGE DELONG, his heirs and assigns.

Deed recites that Pierson Spurring recovered at March Term 1840, Allen County Circuit Court Judgment against John Majors for $1162 and costs - Writ of execution sued out - Sheriff in pursuance of said writ levied upon and secured said land, and having legally advertised the same did on October 19, 1840, sell the fee simple of said land or all the right title, interest of claim of said John Majors in and to the same, to George DeLong for $600. Recorded October 30, 1840. Book 6, page 446

……

October 19, 1846, John Majors doth remise, release and quitclaim the East half, North West Quarter and the West half, North East Quarter, and the South East Quarter, North East Quarter, all in Section 4, Township 32, Range 12, in all 200 acres, to George DeLong, his heirs and assigns, for $475. Recorded October 20, 1846, Book 6, page 447.

……

January 23, 1850, GEORGE DELONG AND REBECCA, his wife, convey, warrant and defend, the following pieces of land, beginning at the S.E. Corner of the North East Quarter, Section 4, Township 32, Range 12, Sta. No. 1, North 20 chains, No. 2, West 19.95 chains, No. 3, South 50 links, No. 4, North 69 West, 3.25 chains, No. 5, North 4 West, 3.53 chains, No. 6, South 86 ½ , West, 1.83 chains………long description……..read abstract………… To HENRY FAIR, for $490. Recorded March 25, 1850 …….Book J,

page 628..........Transferred March 23, 1850, as South East Quarter, North East Quarter, Section 4, and 9 acres across West half, North East Quarter, Section 4.

....

March 18, 1836, HENRY FAIR enters the North East Quarter, North East Quarter, Section 4, Township 32, Range 12, containing 40 acres, as show by Tract Book.

....

Blank........Estate of HENRY FAIR

....

August 5, 1856, ELIZABETH FAIR, WIDOW OF HENRY FAIR, deceased, of DeKalb County, Indiana, does convey and quit claim to NATHANIEL FITCH, Allen County, Indiana, for $500 with some land in DeKalb County, also the North East Quarter and 49 acres in the South East part of the North East Quarter, Section 4, Township 32, Range 12, it being the dower right and life estate of grantor in and to the same, which said dower has been assigned by Court of Common Pleas DeKalb County. As being 36 acres in South East part of the last description aforesaid. Acknowledged August 6, 1856, before Notary Public, DeKalb County, Indiana.......Recorded March 16, 1858......Book U, page 635

....

August 5, 1856, George R. Huffman as Administrator de bonis non of the estate of HENRY FAIR, deceased, by order of Court of Common Pleas, DeKalb County, for the better securing of a title to the said NATHANIEL FITCH, of the premises herein, and in consideration of $1600, in hand paid, does bargain, sell and convey unto the said Nathaniel Fitch, his heirs and assigns, with land in DeKalb County, also the North East Quarter and the 40 acres South East part of the North East Quarter, Section 4, Township 32, Range 12, Allen County, except a life estate of 36 acres in the South East part of last aforesaid premises, belonging to Elizabeth Fair, widow of Henry Fair, deceased, to hold said premises in as full and ample a manner as if the same were conveyed to said Fitch by the said Henry Fair in his lifetime, against the claims of all persons (except as aforesaid) who may claim under or through him.

Deed recites that on April 29, 1854, John P. Wiant as Administrator on the Estate of Henry Fair, deceased, filed in Common Pleas Court, DeKalb County, his petition to sell at private sale, certain real estate hereinbefore described, for the purpose of paying the debts of decedant, his personal property being insufficient to pay the same. On May 10, 1854, said Administrator filed his inventory and appraisement, duly sworn to by George Ensley and George R. Huffman, 2 freeholders of said County.....Proof of publication and posting notices filed at August term of said Court. It is also shown that Gabriel Fair, Mary E. Fair, Christena N. Fair (Christian Norman Fair), George W. Fair, and Sarah E. Fair, heirs of Henry Fair, are minors....default made by said minors and by Elizabeth Fair widow.....Court appoint Guardian ad litom, who makes answer...Court grant petition and said land ordered sold at not less than appraised value ($1550). Land to be sold subject to the life estate of Elizabeth Fair on 36 acres.

DeLong or any other person claiming under, by or through them or any of them. Deed recites that on July 14, 1856, Samuel DeLong as Administrator of said estate, filed his petition in the Court of Common Pleas, Allen County, Indiana, praying for the sale of the undivided interest that decedent held at the time of his death in the following lands, the East half of the North West Quarter, and the West half of the North East Quarter (except 9 acres off the East side of the last piece all in Section 4, Township 32, Range 12, making Joel DeLong, Samuel DeLong, Alexander DeLong, James DeLong, Mary Ann DeLong, Joseph DeLong, Rebecca DeLong and Julia Ann DeLong, widow and heirs of said decedent, parties thereto, and the said Samuel DeLong being removed as Administrator, said Henry Hogue was by said court appointed as Administrator de bonis non, of said estate.......Such proceedings were afterwards had in said Court that on April 8, 1857, said Administrator de bonis non was ordered to sell the undivided 2/3 of said land at public sale, and having duly advertised the same, the said Henry Hogue did on May 23, 1857, sell the undivided 2/3 of said land to Nathaniel Fitch for $1500......Court approve sale and order deed to be made..........Sale approved by Court and deed ordered..........Recorded March 16, 1858.........Book U, page 634.........Deed approved by the Court.....J. W. Borden, Judge.

....

September 22, 1857, Julia Ann DeLong does quit claim, to Nathaniel Fitch, for $1500 the East half of the North West Quarter and the West half of the North East Quarter, except 9 acres off the East side of the last peice in Section 4, Township 32, Range 12, containing 140 acres........Recorded March 16, 1858............Book U, Page 635.

....

March 20, 1837, The United States of America by Martin Van Buren, president, by A. Van Buren, secretary, grant by Patent, the West half of the North West Quarter, Section 10, Township 32, Range 12, to NATHANIEL FITCH.......Recorded February 24, 1890 (?) Book 115, page

....

In re Estate, Nathaniel Fitch Letters and settlement

January 16, 1876 (??? His death was on Jan. 1, 1877)
Letters of Administration of the above estate are granted to Amos Fitch. Probate Order Book P, page 407.

November 2, 1878, Final report of Administrator approved, and estate declared finally settled........Probate Order Book R., page 239

....

Sarah Fitch vs Perry Fitch, Sarah E. Fitch, Mathias Fitch, Charles Fitch, Lue A. Fitch, Jennie F. Beers, Levi Beers, Amos Fitch, Harvey Fitch, Sarah E. Fitch, Jr., Allen Fitch, Francelia Fair, Christopher N. Fair, Fitelia Gloyd Jerome D. Gloyd, Ida A. Fitch, Emma Fitch, David Fitch, Frances Fitch.

Allen Sup. Court, April Term, 1878, In the Allen Circuit Court on October 20, 1877, Sarah Fitch the above named plaintiff complains of the above named defendants and

On May 13, 1856, George R. Huffman, Administrator de bonis non, on said estate of Henry Fair, deceased, files his report of sale with proof of notice, and that he sold said lands to Nathaniel Fitch for $1600....On August 5, 1856, Court approve sale and order deed of conveyance to be made......Recorded March 16, 1856......Book U, page 632

....

In regard to the Estate of GEORGE DELONG, deceased.......Letters and settlements

July 17, 1855, Letters of administration on the estate of George DeLong, deceased, are granted to Samuel D.Long. On October 6, 1856 Samuel DeLong resigns as Administrator and on October 30, 1856, Henry Hogue qualifies as Administrator de bonis non of said Estate. .... January 3, 1859, Estate finally settled. And it is now proven to the satisfaction of the Court, that Joel DeLong, Samuel DeLong, Alexander DeLong, James DeLong, Mary Ann DeLong, Joseph DeLong, Rebecca DeLong are all the children and heirs at law of said decedent, and it further appearing that Joseph and Rebecca DeLong are minors, the court decrees that the money in the hands of the Clerk be distributed among the heirs. Receipt of heirs filed......Receipt for Rebecca A. DeLong a minor, is signed by Julia Ann DeLong.......Receipt for Joseph DeLong a minor, is signed by his Guardian. Probate final Record J, pages 438 - 456

....

In re the Estate of George DeLong...........On April 8, 1857, Henry Hogue Administrator de bonis non of said Estate, shows to the Court that all the heirs of decedent have been duly served with process more than 60 days before the present term of this court, also files proof of notice of the hearing of the petition to sell the real estate of decedent, and all the heirs having been called, but make default......Said Administrator files inventory and appraisement of said real estate, namely the East half of the North West Quarter, and the West half of the North East Quarter except 9 acres off of the East line, 151 acres, at $2114.....Section 4, all in Township 32, Range 12.

Administrator also files Bond, which bond is approved by Court. Court appoints Guardian ad litom for 2 minor children, who makes answer, Court after hearing the proofs, finds that decedent died the owner of the land above described, also that Julia Ann DeLong is the widow of decedent and as such entitled to 1/3 of said land in fee simple......Court appoint Commissioners to set off to said widow her one third.....Court also decree that the administrator sells the undivided 2/3 of said land to make assets to pay the debts of said estate.....On May 23, 1857, said Administrator reports that he sold the undivided 2/3 of said lands to Nathaniel Fitch, for $1500....Sale and report approved and deed ordered. Deed reported and approved. ....Probate final record J, pages 449 to 451.

....

July 8, 1857, Henry Hogue Administrator de bonis non of the Estate of George DeLong, deceased, in consideration of $1500, by order Allen Commom Pleas Court, conveys unto the said NATHANIEL FITCH, and to his heirs and assigns forever, the said undivided 2/3 of all the aforesaid lands hereinafter described to have and to hold the same in as ample a manner as the same was held by the said George DeLong at the time of his death, free and clear from the claims of all the heirs of the said George

says that she is the widow of Nathaniel Fitch, deceased, that said defendants, Perry Fitch, intermarried with Sarah E. Fitch, Mathias Fitch, intermarried with Frances Fitch, Charles Fitch, intermarried with Lue A. Fitch, Jennie F. Beers intermarried with Levi Beers, Amos Fitch, Harvey Fitch, Sarah E. Fitch, Jr., Allen Fitch, Francelia Fair intermarried with Christopher N. Fair, Fitalia Gloyd intermarried with Jerome D. Gloyd, Ida A. Fitch, Emma Fitch, and David Fitch are the sole children and with plaintiff the sole heirs at law of said decedent who deceased January 1877, at said County, intestate (without a will)........That said decedent, her husband, and the ancestor of said defendants, died in fee of the West half of the North West Quarter, Section 10, the North East Quarter of Section 4, the West half of the North West Quarter, Section 4, all in Township 32, Range 12, with other lands.......that said defendants agreed to partition.........Mathias Fitch Guardian of Allen, Ida A., Emma and David Fitch, consents to the partition in behalf of said wards..........The above is on July 3, 1878 transferred to the Superior Court of Allen County, Indiana.........Defendants file consent of partition: the minors consent by Guardian......Court decree partition and appoint John Pring, John Barrett and William T. Hunter, Commissioners.................... Cir. Partition Record 1, pages 427-442.

....

July 3, 1878, John Pring, and John Barrett 2 of the Commissioners appointed by the Allen Superior Court, on July 3, 1878, in case wherein Sarah Fitch was plaintiff and Perry (all listed again)........... were defendants for partition, report that they have assigned with other lands, also the West half, North East Quarter, Section 4, Township 32, Range 12, to Sarah Fitch and assign with other lands to MATHIAS FITCH, the West half of the North East Quarter, section 4, Township 32, Range 12, and assign with other lands to JENNIE F. BEERS, the West half of the North West Quarter, Section 10, Township 32, Range 12, and assign with other lands to FRANCELIA FAIR, the East half of the North West Quarter, Section 4, Township 32, Range 12.

Superior Order Book A, pages 573, 580............Certified copy recorded Janauary 21, 1879.........Book 75, pages 455-458.

....

July 20, 1878, Sarah E. Fitch, widow of Nathaniel Fitch, deceased, conveys, warrants, and defends, the West half of the North East Quarter, Section 4, Township 32, Range 12, it being part of the lands petitioned and set off to me by decree of Allen Superior Court, July 3, 1878, to Mathias Fitch for $2500...........Recorded July 23, 1878......Book 74, page 303.

....

September 6, 1879, Francelia Fair and Christian N. Fair, her husband, convey, warrant and defend, the East Half of the Northwest Quarter, Section 4, Township 32, Range 12, to Mathias Fitch, for $3200. Acknowledged before Notary Public, Rice County, Kansas. Recorded Sept. 13, 1879...........Book 77, page 483

....

Sale Off.......November 24, 1872, Nathan C. Fitch does convey and warrant to the Fort Wayne, Jackson, and Saginaw Rail Road Co., for $1, and a strip of ground 100 feet in

width, over and across and through the North East Quarter and the East half of the North West Quarter, Section 4, Township 32, Range 12, said strip to be on and along the central line of said rail road, as the same shall be finally located, not to exceed 50 feet in width on each side of said central line........The Rail Raod Co., agreeing to construct and maintain at their expense all necessary farm crossings and also to guild and maintain along said rail way, a substantial and legal fence........Recorded Dec. 4, 1872.........Book 58, page 46...........Revenue Stamp

....

Encumbrances............July 30, 1878, Mathias Fitch and Frances his wife, mortgage and warrant, the West Half of the North East Quarter, Section 4, Township 32, Range 12, to Sarah E. Fitch, to secure the payment by us of $50 on the 1st day of February of each and every year during the term of life of the said Sarah E. Fitch, the same to be paid to her with interest if not paid when due, and such payment to cease and this mortgage to be cancelled upon the death of said Sarah E. Fitch..........Recorded July 29, 1878.......Book 34, page 417.

....

Current county taxes, against land in Section 4, $100.41
Current county taxes against land in Section 10, $17.85

Section 10
Allen Co.

Rd

mp Rd.

1?93

MAP OF PERRY TOWNSHIP

- Nathaniel / Mathias

OLD Homestead

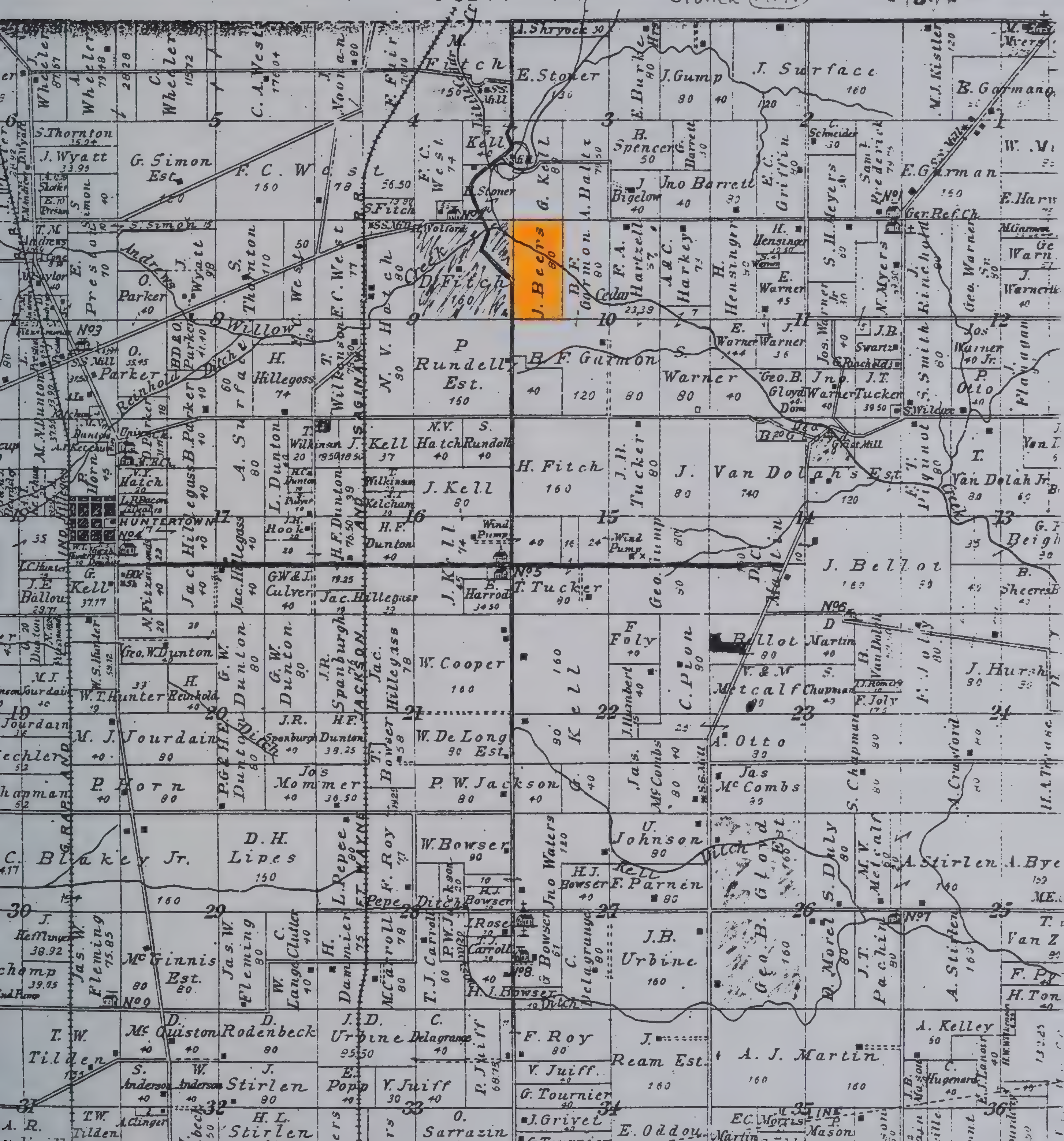
Vandolah Mill

- Fitch Mill

Stoner (Mill)

Gloyds

T 32 N. R 12 E.



Mathias to Jennie

This Indenture Witnesseth that Mathias Fitch and Frances Fitch, his wife of Allen County in the State of Indiana, Mortgage and Warrent to J. F. Beers of Jefferson County in the State of Pennsylvania for the sum of Twenty one hundred dollars the following Real Estate in Allen County in the State of Indiana and described as follows to wit:

The West half of the North West Quarter of Section Ten (10) in Township Thirty two (32) North of Range Twelve (12) East, to secure the payment of four following described notes to wit: Four Promissory Notes, date of April 1st, 1890 due in one two three and four years after date calling for the sum of Five Hundred and Twenty five dollars each without interest waving relief from valuation or appraisement laws and attorney's fees.

Executed by said Mathias Fitch and Frances Fitch, his wife, to J. F. Beers and the Mortgagors expressly agrees to pay the said sum of twenty one hundred dollars above secured without interest without relief from valuation or appraisement laws. In Witness Whereof, the Mortgagors have hereunto set their hand and seal this 28th day of July A.D. 1890.

Mathias Fitch
Frances Fitch

State of Indiana, Allen County, SS
Before me, S. A. Thornton, a Justice of the Peace, in and for said county this 28th day of July, 1890, personally appeared Mathias Fitch and Frances Fitch, his wife, and acknowledged the execution of the annexed Mortgage, Witness my hand and official seal this 28th day of July 1890

S. A. Thornton, Justice of the Peace

Summerville, Pennsylvania

Received for Record this 6th day of August 1890 at 1 ¼ o'clock P. M. and recorded in Record 63, page 434. M. M. Thompson, Recorder of Allen County.

relief from valuation or appraisement laws
and attorneys fees
In Witness Whereof. The Mortgagors have
hereunto set their hand and seal
this 28 day of July A.D. 1890

Mathias Fitch
Frances Fitch

This Indenture Witnesseth that Mathias Fitch and Frances Fitch his wife of Allen county in the State of Indiana Mortgage and Warrant to J. F. Beers of Jefferson county in the State of Pennsylvinia for the sum of Twentyone hundred dollars the following Real Estate in Allen county in the State of Indiana and described as follows to wit

The West half of the North West quarter of section ten (10) in township thirty two (32) North of range twelve (12) East

To secure the payment of four following described Notes to Wit— Four Promisory Notes date of April 1st 1890 due in one two three and four years after date calling for the sum of Five hundred and twenty five dollars each without interest waving relief from valuation or appraisement laws and attorneys fees

Executed by said Mathias Fitch and Frances Fitch his wife to J. F. Beers and the Mortgagors expressly agrees to pay the said sum of twenty one hundred dollars above secured without interest without relief from valuation or appraisement laws and attorneys fees

In Witness Whereof. The Mortgagors have hereunto set their hand and seal this 28 day of July A.D. 1890

Mathias Fitch
Frances Fitch

Summerville
Penn

Mortgage

Mathias Fitch and
Freances Fitch his wife

to

J. F. Beers

Received for Record
This 6 day of Augus
1890 at 1¼ oclock P M an
recorded in Record 63 Pag
434.
M M Thompson
Recorder of Allen Count

paid

Mathias to Jennie Fitch

Satisfaction of Mortgage

This Certifies that a certain Mortgage executed by Mathias Fitch and Frances Fitch, his wife of Allen County, Indiana, to J. F. Beers of Jefferson County, Pennsylvania, on the 28th day of July, 189__, calling for $2100.00 and recorded in Mortgage Book No. 63, page 434, of Allen County, State of Indiana, has been fully paid and satisfied and the same is hereby released. Witness my hand and seal this 29th day of November, 1892.

J. F. Beers

State of Illinois, Cook County, SS
Before me George W. Nance, Notary Public, in and for said county, this 29th day of November, 1892 came J. F. Beers and acknowledged the execution of the annexed Satisfaction of Mortgage. Witness my hand and Notarial seal.

George W. Nance, Notary Public

J. F. Beers (Jennie) to Mathias Fitch and wife
Received for record this 1st day of December 1892 at 8 o'clock a.m. and recorded in Mortgage Record book No. 63, page 434, George W. Fickel, Recorder Allen County. Paid 50 cents.

State of Indiana. Allen County SS
Before me S A Thornton a Justice of the
peace in and for said county this 28 day of July 1890
Personally appeared Mathias Fitch
and Frances Fitch his wife
and acknowledged the execution of the annexed Mortgage
Witness my hand and Official seal this

STATE OF INDIANA, ALLEN COUNTY, SS:

Jacob J Kern

I, ~~GEORGE W. LOAG~~, Clerk of the Allen Circuit Court, within and for the County and State aforesaid, being a Court of Record, do hereby certify that S. A. Thornton Esq., whose certificate of acknowledgement is annexed to the instrument of writing to which this is attached, was, at the date of making the same, an acting **Justice of the Peace** within and for said County and State, duly commissioned and qualified according to law, and that the said instrument is executed and acknowledged in conformity with the laws of said State, and that I am personally acquainted with the hand writing of said **Justice of the Peace** aforesaid, that the signature purporting to be his is genuine, and to all his official acts full faith and credit are due, and of right ought to be given.

IN TESTIMONY WHEREOF, Witness my name and the Seal of said Court, hereto subscribed and affixed, this 29th day of October 1890. at the city of Fort Wayne.

Jacob J Kern
Clerk Allen Circuit Court.

9
Summerville
Penn
Mortgage
Mathias Fitch and
Frances Fitch his wife
to
J. F. Beers

Received for Record
This 6 day of August
1890 at 1¼ oclock P M and
recorded in Record 63 Pages 434.
M M Thompson
Recorder of Allen County

paid

Mathias to Jennie Fitch

Satisfaction of Mortgage

This Certifies that a certain Mortgage executed by Mathias Fitch and Frances Fitch, his wife of Allen County, Indiana, to J. F. Beers of Jefferson County, Pennsylvania, on the 28th day of July, 189__, calling for $2100.00 and recorded in Mortgage Book No. 63, page 434, of Allen County, State of Indiana, has been fully paid and satisfied and the same is hereby released. Witness my hand and seal this 29th day of November, 1892.

J. F. Beers

State of Illinois, Cook County, SS
Before me George W. Nance, Notary Public, in and for said county, this 29th day of November, 1892 came J. F. Beers and acknowledged the execution of the annexed Satisfaction of Mortgage. Witness my hand and Notarial seal.

George W. Nance, Notary Public

J. F. Beers (Jennie) to Mathias Fitch and wife
Received for record this 1st day of December 1892 at 8 o'clock a.m. and recorded in Mortgage Record book No. 63, page 434, George W. Fickel, Recorder Allen County. Paid 50 cents.

State of Indiana. Allen County SS
Before me S A Thornton a Justice of the
peace in and for said county this 28 day of July 1890
Personaly appeared Mathias Fitch
and Freances Fitch his wife
and acknowledged the execution of the annexed Mortgage
Witness my hand and offecial seal this
28 day of July 1890
S A Thornton J P

3
Summerville
Penn

Mortgage

Mathias Fitch and
Freances Fitch his wife

to

J F Beers

Received for Record
This 6 day of August
1890 at 1 1/4 oclock P M and
recorded in Record 63 Pages 434.
M M Thompson
Recorder of Allen County

paid

Mathias to Jennie Fitch

Satisfaction of Mortgage

This Certifies that a certain Mortgage executed by Mathias Fitch and Frances Fitch, his wife of Allen County, Indiana, to J. F. Beers of Jefferson County, Pennsylvania, on the 28th day of July, 189__, calling for $2100.00 and recorded in Mortgage Book No. 63, page 434, of Allen County, State of Indiana, has been fully paid and satisfied and the same is hereby released. Witness my hand and seal this 29th day of November, 1892.

J. F. Beers

State of Illinois, Cook County, SS
Before me George W. Nance, Notary Public, in and for said county, this 29th day of November, 1892 came J. F. Beers and acknowledged the execution of the annexed Satisfaction of Mortgage. Witness my hand and Notarial seal.

George W. Nance, Notary Public

J. F. Beers (Jennie) to Mathias Fitch and wife
Received for record this 1st day of December 1892 at 8 o'clock a.m. and recorded in Mortgage Record book No. 63, page 434, George W. Fickel, Recorder Allen County. Paid 50 cents.

[Form 247.]

RELEASE OF MORTGAGE.

J F Burs

TO

Mathias Fitch &
wife

Received for record this 1st day of December 1892, at 8 o'clock a M., and recorded in Mortgage Record Book 63, page 434

Geo W Fickel

Recorder Allen County.

Fee 50 cts paid
G W Fickel

Nov 19-92

Paid

SATISFACTION OF MORTGAGE.

Sentinel Printing Co., Printers, Indianapolis.

THIS CERTIFIES, *That a certain Mortgage executed by* Mathias Fitch and Frances Fitch his wife of Allen County Indiana *to* J F Beers of Jefferson County Pennsylvania *on the* 28th *day of* July *1890, calling for $* 2100.00, *and recorded in Mortgage Record No.* 63, *page* 434, of Allen *County, State of Indiana, has been fully paid and satisfied, and the same is hereby released.*

WITNESS my *hand and seal this* 29th *day of* November *1892*

× J F Beers

State of Illinois, Cook County, ss:

BEFORE ME, George W Nance, *a* Notary Public *in and for said County, this* 29th *day of* November *1892*

Came J. F. Beers, and

acknowledged the execution of the annexed Satisfaction of Mortgage.

WITNESS my hand and Notarial *seal.*

George W Nance
Notary Public

Section 15
Allen Co.

Cook to Shippey
Williams to Shippey

SARAh to Harvey
Harvey to Mathias

MARy Kell to
Mathias

[Form 247.]

RELEASE OF MORTGAGE.

J F Burr

TO

Mathias Fitch &
wife

Received for record this 1st day
of December 1892, at 8
o'clock a M., and recorded in Mortgage
Record Book 63, page 434

Geo W Fickel
Recorder Allen County.

Fee 50 cts paid
~~G W Fickel~~

Nov 19-92

Paid

Section 15
Allen Co.

Cook to Shippey
Williams to Shippey

Sarah to Harvey
Harvey to Mathias

Mary Kell to
Mathias

Gump Rd

MAP OF PERRY TOWNSHIP

Cem... - Nathaniel /Mathias

OLD Homestead

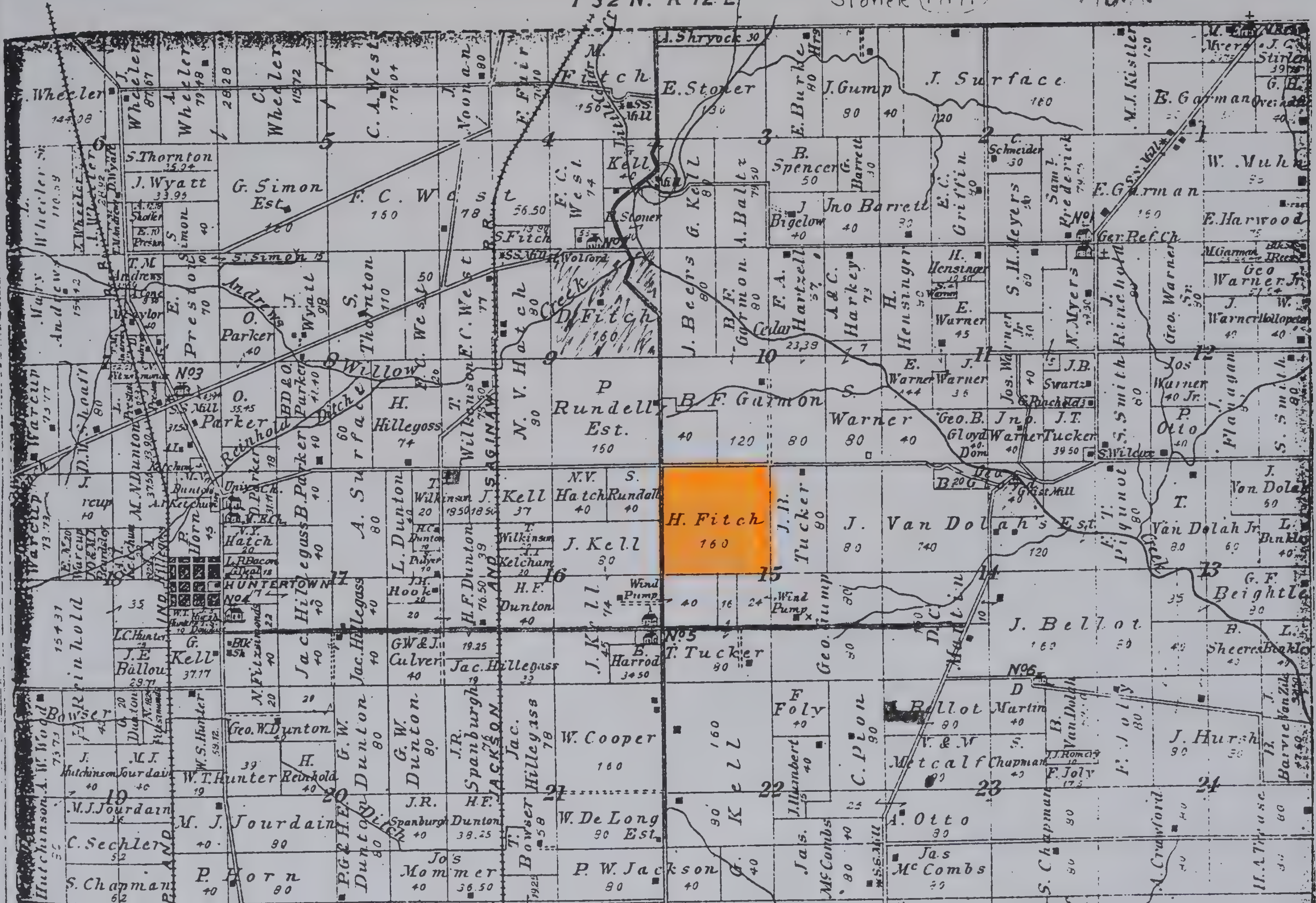
Landis' Mill

- Fitch Mill

T 32 N. R 12 E.

Stoner Mill

Slouds



Cook to Shippey

THIS INDENTURE made this Tenth day of January in the year of our Lord one thousand eight hundred and fifty-six Between CONSTANT COOK of Bath, Steuben County, State of New York and MARIA, his wife, of the first part, and ROBERT SHIPPEY, of the Township of Perry, County of Allen, and State of Indiana WITNESSETH, that the said party of the first part, in consideration of the sum of Four Hundred Dollars to them duly paid, have sold, and by these Presents do grant and convey to the said party of the second part, his heirs and assigns, all that tract or parcel of land, situate in the State of Indiana, being the East half of the North West quarter of Section fifteen (15) in Township Thirty-two (32) North of Range Twelve (12) East in the District of Lands, subject to Sale at Fort Wayne, Indiana, containing Eighty (80) acres of Land according to the Official Plot of the Survey of the said Lands returned to the General Land Office by the Surveyor General, Subject to taxes ____________the year 1850,

with the Appurtenances, and all the Estate, Title and Interest therein of the said party of the first part. And the said CONSTANT COOK doth hereby covenant and agree to and with the said party of the second part, his heirs and assigns, WARRENT AND DEFEND Against any person whomsoever, lawfully claiming the same, or any part thereof.

IN WITNESS WHEREOF, The party of the first part has hereunto set their hands and seals this day and year first above written.

Sealed and Delivered in the Presence of
H. H. Cook and A. D. Read

CONSTANT COOK SEAL
MARIA COOK SEAL

On Front:

Warranty Deed
Constant Cook and wife to
Robert Shippy

Recorded on the twenty-ninth day of
January 1856 at 1 ½ o'clock . P.M.
in _________ c of Deeds, at page 380 and examined.
E. F. Colen______?, Recorder (Colerick)
Transferred January 24, 1856

(The East half of the Northwest quarter, bounded on the North by Cedar Canyons Road. On the 1885 plat map we find this whole quarter owned by H. Fitch and it is 160 acres.)

WARRANTY DEED.

Constant Cook
& Wife TO

Robert Shippy.

_____________ County, ss.
Recorded on the Twenty ninth day
of January 1856, at 1/2
o'clock, P M., in Liber 8 of
Deeds, at page 380 and examined.

E. F. Colmer Reg.
A. C.

Transferd Jany 29 1856
R. Hankmeather
Aud. A. C.

Printed and Sold by Smith, Benton & Co., Rochester.

This Indenture Made this Tenth day of January in the year of our Lord one thousand eight hundred and fifty-Six

BETWEEN Constant Cook of Bath, Steuben County, State of New York and Maria his Wife of the first part, and Robert Shippy of the Town of Perry, County of Allen and State of Indiana of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred Dollars to them duly paid, have sold, and By these Presents, do grant and convey to the said party of the second part, His heirs and aſsigns, ALL THAT TRACT OR PARCEL OF LAND, situate in the State of Indiana. Being the East half of the North West quarter of Section fifteen (15) in Township thirty two (32) North of Range twelve (12) East in the District of Lands subject to sale at Fort Wayne Indiana containing Eighty acres of Land according to the Official Plat of the Survey of the said Lands returned to the General Land Office by the Surveyor General — Subject to Taxes Since including the year 1850

With the Appurtenances, and all the **ESTATE, TITLE AND INTEREST** therein of the said party of the first part. And the said Constant Cook do th hereby covenant and agree to and with the said party of the second part, His heirs and aſsigns, that the premises thus conveyed, in the Quiet and Peaceable Possession of the said party of the second part, His heirs and aſsigns, He will forever **WARRANT AND DEFEND** against any person whomsoever, lawfully claiming the same, or any part thereof.

In Witness Whereof, The party of the first part has hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in Presence of

H. H. Cook

A. D. Read

Constant Cook

Maria Cook

WILLIAMS TO SHIPPY

THIS INDENTURE WITNESSETH, that JOSEPH H. WILLAIMS and LUCRETIA WILLIAMS, his wife, in consideration of Four Hundred Dollars to them paid by ROBERT SHIPPY, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said ROBERT SHIPPY, his heirs and assigns forever, the following real estate in Allen County and State of Indiana and described as follows, to wit: The West half of the North West Quarter of Section fifteen (15) Township thirty-two (32) North of Range Twelve (12) East, the same being all that certain parcel of land, sold by the said Jos. H. Williams to the said Robert Shippy as per their articles of agreement under date of October 8, 1850 (?) and now occupied by the said Robert Shippy.

Together with all the privileges and appurtenances to the same belonging to have and to hold the same to the said ROBERT SHIPPY, his heirs and assigns forever. The granters, their heirs and assigns hereby covenanting with the grantee his heirs and assigns forever, that the title so conveyed is clear, free and unimcumbered that he is lawfully seized of the premises aforesaid as of a sure, perfect and indefeasible estate of inheritance in fee simple; and that they will warrant and defend the same against all claims whatsoever.

In Witness Whereof, the said JOSEPH H. WILLIAMS and LUCRETIA WILLIAMS, his wife, who hereby relinguishes her dower in said premises have hereunto set their hand and seal this 22nd day of May, 1854.

Witness: George C. Day ?
E. I Williams

JOSEPH H. WILLIAMS SEAL
LUCRETIA WILLIAMS SEAL

STATE OF INDIANA, COUNTY OF VIGO

Before me Wm E. McSean (or McLean), Acting Notary Public for said County this twenty-sixth day of May, A.D. 1855 Joseph H. Williams and Lucretia Williams acknowledged the execution of the above Deed.

Wm. E. McLean, Notary Public

On front: Joseph H. Williams and wife to Robert Shippy
Deed for West ½ of N.W. ¼ Sec. 15, T. 32, R 12 E
80 acres
May 22, 1855
Transferred June 5, 1855
R. Starkweather, Auditor
Recorded in Deed Book R, Page 321, June 5, 1855
E. F. Colerick
Recorder, A.C.

This is the West half of the Northwest quarter of land in the name of H. Fitch in 1885 bordered on the North by Cedar Canyon Road and on the West by Coldwater Road.

WARRANTY DEED.

Constant Cook & Wife

TO

Robert Shippy

——— County, ss.

Recorded on the Twenty [illegible] day of January 1856, at 4 o'clock, P. M., in Liber [illegible] of Deeds, at page [illegible] and examined.

[illegible]

STATE OF NEW YORK,
______ County, } ss.

On this ______ day of ______ in the year one thousand eight hundred and fifty ______ before me the subscriber, personally appeared ______ to me known to be the same person described in, and who executed the within instrument, and acknowledged that ______ executed the same.

STATE OF NEW YORK,
Steuben County, } ss.

On this 14th day of January in the year one thousand eight hundred and fifty Six before me the subscriber, personally appeared Constant Cook and Maria his wife to me known to be the same persons described in, and who executed the within instrument, who severally acknowledged that they executed the same; and the said Maria on a private examination by me, apart from her said husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

A. D. Read Justice of the Peace
in & for said County

STATE OF NEW-YORK,
Steuben County Clerk's Office, ss. } I, CHARLES W. CAMPBELL, Clerk of said County, do hereby certify that A. D. Read Esq., before whom the annexed instrument was proved or acknowledged, was, at the time of taking such proof or acknowledgment, a Justice of the Peace in and for said County, elected and sworn, and duly authorized to take the same; and that I am well acquainted with his handwriting, and verily believe that the signature to said certificate of proof or acknowledgement is genuine. And I further certify that said instrument is executed and acknowledged according to the Laws of the State of New York.

In Testimony whereof I have hereunto subscribed my name, and affixed the Seal of said County, at Bath, this 14th day of January 1856

C. W. Campbell **Clerk.**

WILLIAMS TO SHIPPY

THIS INDENTURE WITNESSETH, that JOSEPH H. WILLAIMS and LUCRETIA WILLIAMS, his wife, in consideration of Four Hundred Dollars to them paid by ROBERT SHIPPY, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said ROBERT SHIPPY, his heirs and assigns forever, the following real estate in Allen County and State of Indiana and described as follows, to wit: The West half of the North West Quarter of Section fifteen (15) Township thirty-two (32) North of Range Twelve (12) East, the same being all that certain parcel of land, sold by the said Jos. H. Williams to the said Robert Shippy as per their articles of agreement under date of October 8, 1850 (?) and now occupied by the said Robert Shippy.

Together with all the privileges and appurtenances to the same belonging to have and to hold the same to the said ROBERT SHIPPY, his heirs and assigns forever. The granters, their heirs and assigns hereby covenanting with the grantee his heirs and assigns forever, that the title so conveyed is clear, free and unimcumbered that he is lawfully seized of the premises aforesaid as of a sure, perfect and indefeasible estate of inheritance in fee simple; and that they will warrant and defend the same against all claims whatsoever.

In Witness Whereof, the said JOSEPH H. WILLIAMS and LUCRETIA WILLIAMS, his wife, who hereby relinguishes her dower in said premises have hereunto set their hand and seal this 22nd day of May, 1854.

Witness: George C. Day ?
E. I Williams

JOSEPH H. WILLIAMS SEAL
LUCRETIA WILLIAMS SEAL

STATE OF INDIANA, COUNTY OF VIGO

Before me Wm E. McSean (or McLean), Acting Notary Public for said County this twenty-sixth day of May, A.D. 1855 Joseph H. Williams and Lucretia Williams acknowledged the execution of the above Deed.

Wm. E. McLean, Notary Public

On front: Joseph H. Williams and wife to Robert Shippy
Deed for West ½ of N.W. ¼ Sec. 15, T. 32, R 12 E
80 acres
May 22, 1855
Transferred June 5, 1855
R. Starkweather, Auditor
Recorded in Deed Book R, Page 321, June 5, 1855
E. F. Colerick
Recorder, A.C.

This is the West half of the Northwest quarter of land in the name of H. Fitch in 1885 bordered on the North by Cedar Canyon Road and on the West by Coldwater Road.

Joseph W. Williams,
and Wife

To

Robert Shippey

Deed for W 1/2 of
N. W. 1/4 Sec: 15.
T. 32. N. R. 12. E.
80 a.

May 22. 1855.

Transferg June 5, 1855
R. Starkweather Aud. A. C.

June 5th 1855 $12\frac{5}{60}$ P.M.
Paid Recipt Given

This Indenture Witnesseth, That Joseph H. Williams and Lucretia Williams his wife in consideration of Four Hundred Dollars to them paid by Robert Shippy the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey to the said Robert Shippy his heirs and assigns, forever, the following **REAL ESTATE** in Allen County, and State of Indiana and described as follows, to-wit:

The west half of the North-West Quarter of Section fifteen (15) Township Thirty-two (32) North of range Twelve (12) East, the same being all that certain parcel of land, sold by the said Jos. H. Williams to the said Robert Shippy as per their articles of agreement, under date of October 8th 1852, and now occupied by the said Robert Shippy

Together with all the privileges and appurtenances to the same belonging. TO HAVE AND TO HOLD THE SAME to the said Robert Shippy his heirs and assigns forever. The grantors, their heirs and assigns **HEREBY COVENANTING** with the grantee his heirs and assigns, that the title so conveyed is clear, free and unincumbered, that he is lawfully seized of the premises aforesaid as of a sure, perfect and indefeasible estate of inheritance in fee simple; and that they will WARRANT AND DEFEND the same against all claims whatsoever.

In Witness Whereof, the said Joseph H. Williams and Lucretia Williams his wife who hereby relinquishes her dower in said premises, have hereunto set their hand and seal this 22d day of May 1855.

Witness:
Geo. C. Guy.
E. J. Williams

Joseph H. Williams
Lucretia Williams Seal.

State of Indiana, County of Vigo.

Before me, Wm E McLean, an Acting Notary Public for said County, this Twenty Sixth day of May A.D. 1855. Joseph H. Williams and Lucretia Williams acknowledged the execution of the above Deed.

Wm E McLean
Notary Public

Recorded in Deed Book
R Page 321
June 5-1855
C. F. Colenick
Recorder, A, C

Sarah E. Fitch to Harvey

This Indenture Witnesseth that I Sarah E. Fitch widow of Nathaniel Fitch, deceased, late of Allen County, Indiana, in consideration of Twenty Five Hundred Dollars to me paid by Harvey Fitch, the receipt whereof is hereby acknowledged do Grant, Bargain, Sell, and Convey to the said Harvey Fitch and his heirs and assigns forever, the following real estate in Allen County, and State of Indiana, and described as follows to wit:

The West half of the North West quarter of Section Fifteen (15) Township Thirty-two (32) North, Range Twelve (12) East, it being part of the land partitioned and set off to me by decree of the Allen ____________ Court July 3, 1878, together with all the privileges and appurtenances to the same belonging, to have and to hold, the same to the said Harvey Fitch, heirs and assigns forever. The Grantor her heirs and assigns, hereby Covenanting with the Grantee, his Heirs and Assigns, that the Title so conveyed is clear, free and unincumbered, that she is lawfully siezed of the premises aforesaid, as of a sure and indefeasible Estate of Inheritance in Fee Simple, and that she will warrant and defend the same against all claims whatsoever. In Witness Whereof, the Grantor has hereto set her hand and seal this 20th day of July, A.D. 1878.

Attest: Sarah E. Fitch, her mark
R. S. Robertson

State of Indiana, Allen County, SS

Personally appeared before me the subscriber, a Notary Public in and for said County, SARAH E. FITCH, the Grantor in the above conveyance and acknowledge the same to be her volumtary act and deed for the uses and purposes therein mentioned. Witness my hand and Notarial Seal, this 20th day of July, 1878,

____________ R. Pleak, ofBlack, Notary Public

Duly entered for taxation this 24th day of July, 1878, William T. Abbott, Auditor of Allen County Received for Record, this 24th day of July, 1878, at 3 ¼ o'clock P.M. and recorded in Book 74, page 204, Joseph Mor____, Jr. Recorder of Allen County. Paid $1.25

Joseph W. Williams
and Wife

To

Robert Shippey

Deed for W. 1/2 of
N. W. 1/4 Sec: 15.
T. 32. N. R. 12. E.
80 a.
May 22, 1855.

Transferred June 5, 1855
L. D. Ackmatter Aud. O. C.

Recorded in Deed Book
R Page 321
June 5-1855
C. J. Colerick
Recorder, A. C.

June 5th 1855 [illegible]
[illegible]

Sarah E. Fitch to Harvey

This Indenture Witnesseth that I Sarah E. Fitch widow of Nathaniel Fitch, deceased, late of Allen County, Indiana, in consideration of Twenty Five Hundred Dollars to me paid by Harvey Fitch, the receipt whereof is hereby acknowledged do Grant, Bargain, Sell, and Convey to the said Harvey Fitch and his heirs and assigns forever, the following real estate in Allen County, and State of Indiana, and described as follows to wit:

The West half of the North West quarter of Section Fifteen (15) Township Thirty-two (32) North, Range Twelve (12) East, it being part of the land partitioned and set off to me by decree of the Allen ____________ Court July 3, 1878, together with all the privileges and appurtenances to the same belonging, to have and to hold, the same to the said Harvey Fitch, heirs and assigns forever. The Grantor her heirs and assigns, hereby Covenanting with the Grantee, his Heirs and Assigns, that the Title so conveyed is clear, free and unincumbered, that she is lawfully siezed of the premises aforesaid, as of a sure and indefeasible Estate of Inheritance in Fee Simple, and that she will warrant and defend the same against all claims whatsoever. In Witness Whereof, the Grantor has hereto set her hand and seal this 20th day of July, A.D. 1878.

Attest: Sarah E. Fitch, her mark
R. S. Robertson

State of Indiana, Allen County, SS

Personally appeared before me the subscriber, a Notary Public in and for said County, SARAH E. FITCH, the Grantor in the above conveyance and acknowledge the same to be her volumtary act and deed for the uses and purposes therein mentioned. Witness my hand and Notarial Seal, this 20th day of July, 1878,

____________ R. Pleak, of Black, Notary Public

Duly entered for taxation this 24th day of July, 1878, William T. Abbott, Auditor of Allen County Received for Record, this 24th day of July, 1878, at 3 ¼ o'clock P.M. and recorded in Book 74, page 204, Joseph Mor____, Jr. Recorder of Allen County. Paid $1.25

WARRANTEE DEED.

FROM

Sarah E. Fitch

TO

Harvey Fitch

DULY ENTERED FOR TAXATION.

This 24 *day of* July

187 8

Wm T Abbott

Auditor of Allen *County.*

RECEIVED FOR RECORD.

This 24 *day of* July

187 8 *at* 3 1/4 *o'clock* P *M., and Recorded*

in Book 74 page 204

Joseph Mourne Jr

Recorder of Allen *County.*

PRINTED AND SOLD BY

SIEMON & BROTHER,

50 Calhoun Street,

FORT WAYNE, IND.

Paid $1 25/100

Harvey Fitch to mother Sarah

This Indenture Witnesseth, that I Harvey Fitch, (unmarried) of Allen County in the State of Indiana, Mortgage and Warrant to Sarah E. Fitch of Allen County, in the State of Indiana for the sum of Fifteen Hundred Dollars, the following real estate, situate in Allen County and the State of Indiana, and described to wit:

The West half of the North West Quarter of Section Fifteen (15) Township Thirty two (32) North, range Twelve (12) each. To secure the payment by me of the sum of Fifty Dollars on the 1st day of September of each and every year during the term of the life of the said Sarah E. Fitch, the same to be paid to her with interest if not paid when due, and such payments to cease, and this mortgage to be cancelled upon the death of the said Sarah E. Fitch, and the Mortgagor expressly agrees to pay the sum of money above secured without any relief from valuation or appraisement laws, In Witness Whereof, the Mortgagor has hereunto set his hand and seal this 20th day of July, A.D. 1878.

Harvey Fitch

State of Indiana, Allen County, sct.
Before me, Alanson C. Griffin a Justice of the Peace in and for said County, this 26th day of July, 1878, Harvey Fitch appeared acknowledged the execution of the annexed Mortgage. Witness my hand and seal this 26th day of July A.D. 1878, Alanson C. Griffin, J.P.

Received for Record, This 29th day of July 1878, at 12 o'clock and recorded in Record 34, Pages 417, Joseph Mommer, Jr., Recorder of Allen County. Paid $1.25

Payments received are recorded on the deed.

WARRANTEE DEED.—Sold by Siemon & Bro., Fort Wayne, Ind.

This Indenture *Witnesseth that* I. Sarah E. Fitch, Widow of Nathaniel Fitch Deceased, late of Allen County Indiana

In Consideration of Twenty five Hundred *Dollars, to* me *paid by* Harvey Fitch

the receipt whereof is hereby acknowledged, do GRANT, BARGAIN, SELL and CONVEY to the said Harvey Fitch and his

Heirs and Assigns forever, the following REAL ESTATE, in Allen *County, and State of* Indiana *and described as follows to-wit:*

The west half of the north west quarter of Section fifteen (15) Township Thirty two (32) north, Range Twelve (12) East, it being part of the lands partitioned and set off to me by decree of the Allen Superior Court July 3, 1878.

Together with all the privileges and appurtenances to the same belonging.

To have and to hold *the same to the said* Harvey Fitch *Heirs and Assigns forever. The Grantor* her *Heirs and Assigns, hereby COVENANTING with the Grantee* his *Heirs and Assigns, that the Title so conveyed is CLEAR, FREE AND UNINCUMBERED, that* She is *lawfully siezed of the premises aforesaid, as of a sure and indefeasible Estate of inheritance in Fee Simple, and that* She *will WARRANT AND DEFEND the same against all claims whatsoever.*

In Witness Whereof, *the Grantor has hereto set* her *hand and seal this* 20th *day of* July, *A. D. 187*8.

ATTEST:

R. S. Robertson

[SEAL.]

Sarah E. her X mark Fitch [SEAL.]

[SEAL.]

[SEAL.]

State of Indiana Allen **County, S. S.**

Personally appeared before me, the subscriber, a Notary Public *in for and said County,* Sarah E. Fitch

the Grantor in the above conveyance, and acknowledge the same to be her *voluntary act and deed for the uses and purposes therein mentioned.*

WITNESS my hand and Notarial *Seal this* 20th *day of* July, *187*8

Wm R. Plock [SEAL.]

Notary Public

Harvey Fitch to mother Sarah

This Indenture Witnesseth, that I Harvey Fitch, (unmarried) of Allen County in the State of Indiana, Mortgage and Warrant to Sarah E. Fitch of Allen County, in the State of Indiana for the sum of Fifteen Hundred Dollars, the following real estate, situate in Allen County and the State of Indiana, and described to wit:

The West half of the North West Quarter of Section Fifteen (15) Township Thirty two (32) North, range Twelve (12) each. To secure the payment by me of the sum of Fifty Dollars on the 1st day of September of each and every year during the term of the life of the said Sarah E. Fitch, the same to be paid to her with interest if not paid when due, and such payments to cease, and this mortgage to be cancelled upon the death of the said Sarah E. Fitch, and the Mortgagor expressly agrees to pay the sum of money above secured without any relief from valuation or appraisement laws, In Witness Whereof, the Mortgagor has hereunto set his hand and seal this 20th day of July, A.D. 1878.

Harvey Fitch

State of Indiana, Allen County, sct.
Before me, Alanson C. Griffin a Justice of the Peace in and for said County, this 26th day of July, 1878, Harvey Fitch appeared acknowledged the execution of the annexed Mortgage. Witness my hand and seal this 26th day of July A.D. 1878, Alanson C. Griffin, J.P.

Received for Record, This 29th day of July 1878, at 12 o'clock and recorded in Record 34, Pages 417, Joseph Mommer, Jr., Recorder of Allen County. Paid $1.25

Payments received are recorded on the deed.

MORTGAGE DEED.

FROM

Harvey Fitch

TO

Sarah E. Fitch

Received for Record

This 29 *day of* July *18*78

at 12 *o'clock* *M., and recorded in Record* 34 ,

Pages 417

Joseph Mommer Jr

Recorder of Allen *Co.*

PRINTED FOR AND SOLD BY

SIEMON & BROTHER,

50 Calhoun Street, FORT WAYNE, IND.

Fort Wayne Sentinel Print.

$

Paid 1.25

MORTGAGE DEED.—Sold by SIEMON & BRO., Fort Wayne, Ind.

This Indenture Witnesseth, That I, Harvey Fitch, (unmarried)

of Allen County, in the State of Indiana

MORTGAGE AND WARRANT to

Sarah E. Fitch

of Allen County, in the State of Indiana for the sum of

fifteen Hundred Dollars

the following REAL ESTATE, situate in Allen County and State of Indiana, and described to wit:

The west half of the North West quarter of Section fifteen (15). Township Thirty two (32) north, range twelve (12) East.

To secure the payment by me of the sum of fifty Dollars on the 1st day of September of each and every year during the term of the life of the said Sarah E. Fitch, the same to be paid ~~to secure the payment of the following described note~~: to her with interest if not paid when due, and such payments to cease, and this mortgage to be cancelled upon the death of the said Sarah E. Fitch

and the Mortgagor expressly agrees to pay the sum of money above secured without any relief from valuation or appraisement laws,

In Witness Whereof, the Mortgagor has hereunto set his hand and seal this 20th day of July A. D. 1878.

Harvey Fitch [SEAL]

[SEAL]

[SEAL]

[SEAL]

State of Indiana, Allen **County, sct.**

Before me, Alanson C Griffin a Justice of the Peace in and for said County, this 26 day of July 1878 Harvey Fitch appeared &

acknowledged the execution of the annexed Mortgage.

WITNESS my hand and seal this 26 day of July A. D. 1878.

Alanson C. Griffin [SEAL]
Justice

September 1. 1

Received on within
contract at the ab
date $50. fifty dol
Sarah E. Fitch +
m

September 1" 188
Received on within con
tract at the above da
($50.00) fifty dollars
her
Sarah + E. Fitch
mark.

AFFIDAVIT.

STATE OF INDIANA,
County of Allen } *SS,*

Harvey Fitch

Of the County and State aforesaid, having executed a Mortgage to the **UNION CENTRAL LIFE INSURANCE COMPANY,** of Cincinnati, Ohio, upon the property particularly described in said Mortgage and the Abstract of Title furnished said Company, which mortgage is dated December 19 1882

Do Solemnly Swear that I have a perfect and indefeasible title in fee simple to said real estate described in said Mortgage; that the same is clear and free from every kind and description of liens or incumbrances; that no one has a better title either in law or equity to said premises, and that I have not executed myself, or suffered or permitted any one in my behalf to execute any other conveyance, mortgage, lien, or incumbrance of any kind, for or upon said real estate that is now or may become a lien prior to the mortgage to said UNION CENTRAL LIFE INSURANCE COMPANY above referred to, that this Mortgage is the only incumbrance now in force and a lien upon said premises; that no other person is in possession of any portion of said real estate under color of title, and that I make the above statements and representations for the purpose of procuring from said Company a loan, for the security of which said mortgage was given, and for no other purpose whatever.

Harvey Fitch

Sworn and subscribed before me this
23 day of December 1882

F. W. Kuhne
Notary public

September 1. 1879.
Received on within
contract at the above
date $50. fifty dollars
Sarah E. Fitch her
+ mark

September 1. 1880
Received on within
contract at the above
date $50 fifty dollars.
Sarah E. Fitch her
+ mark

September 1. 1881.
Received on within
contract at the above
date $50. fifty dollars
Sarah E. Fitch her
+ mark

September 1. 1882
Received on within
contract at the above
date $50. fifty dollars,
Sarah E. Fitch her
+ mark

September 1st 1883
Received on within contract at the above date
($50.00) fifty dollars
Sarah her + mark E. Fitch

Received payments
and interest in full to
September 1st 1892
Amounting to $55.50
Sarah E. her X mark Fitch
David A. Fitch
Witness

Received on within
contract at date Sept 1st 1893
fifty ($50) dollars
Sarah E. Fitch + mark
Emma J. Hartzel Witness

MORTGAGE DEED.

FROM

Harvey Fitch

TO

Sarah E. Fitch

Received for Record
This 29 day of July 1878
at 12 o'clock M., and recorded in Record 34,
Pages 417
Joseph Mommer Jr
Recorder of Allen Co.

PRINTED FOR AND SOLD BY
SIEMON & BROTHER,
50 Calhoun Street, FORT WAYNE, IND.

Fort Wayne Sentinel Print.

8
Paid 1/25

AFFIDAVIT.

STATE OF INDIANA,
County of Allen } *SS,*

Harvey Fitch

Of the County and State aforesaid, having executed a Mortgage to the ***UNION CENTRAL LIFE INSURANCE COMPANY,*** of Cincinnati, Ohio, upon the property particularly described in said Mortgage and the Abstract of Title furnished said Company, which mortgage is dated December 19 1882

Do Solemnly Swear that I have a perfect and indefeasible title in fee simple to said real estate described in said Mortgage; that the same is clear and free from every kind and description of liens or incumbrances; that no one has a better title either in law or equity to said premises, and that I have not executed myself, or suffered or permitted any one in my behalf to execute any other conveyance, mortgage, lien, or incumbrance of any kind, for or upon said real estate that is now or may become a lien prior to the mortgage to said UNION CENTRAL LIFE INSURANCE COMPANY above referred to, that this Mortgage is the only incumbrance now in force and a lien upon said premises; that no other person is in possession of any portion of said real estate under color of title, and that I make the above statements and representations for the purpose of procuring from said Company a loan, for the security of which said mortgage was given, and for no other purpose whatever.

Harvey Fitch

Sworn and subscribed before me this
23 day of December 1882

F. W. Kuhne
Notary public

Harvey Fitch to Union Central Ins.

This Indenture Witnesseth, that HARVEY FITCH and ETTA P. FITCH, his wife, of Allen County, in the State of Indiana, mortgage and warrent to THE UNION CENTRAL LIFE INSURANCE COMPANY (a corporation organized under the laws of the State of Ohio, having its principal office in the city of Cincinnati, Ohio), the real estate in Allen County in the State of Indiana, described as follows, to wit:

The West half of the North West quarter of Section Fifteen (15)
The East half of the North West quarter of Section Fifteen (15)
Both of the above described tracts being situate in Township Thirty two (32) North Range Twelve (12) East, containing One Hundred and Sixty (160) acres, to secure the repayment of certain promissory notes executed concurrently with this mortgage by the mortgagor, Harvey Fitch, and payable to the mortgagee, or order, at First National Bank, Auburn, Indiana, and bearing the same date as this mortgage, and described further as follows: Five notes for the sum of Sixty Nine 03/100 ($69 03/100) dollars, payable annually on December 15, 1887, 1888, 1889, 1890, and 1891, all of said notes to draw interest at the rate of eight per cent per annum after maturity until paid.

It is expressly Agreed by the mortgagors with the mortgagee as follows: First, that the mortgagors will pay to the mortgagee the sums of money above mentioned, without relief from valuation or appraisement laws. Second, that upon failure to pay any of the said notes, when the same shall be due, then the principal notes aforesaid as well as all interest then in arrear, shall at the option of the mortgagee be then due and payable, and this mortgage may then be foreclosed. Third, that until the indebtedness evidenced in the notes above described is fully paid the mortgagors will keep the buildings on the said real estate insured for the benefit of the mortgagee, as its interest may appear in a company or in companies, satisfactory to the mortgagee, and will promptly deliver the policies therefore to the mortgagee, and will pay all taxes, assessments and charges against said real estate as the same become due and payable. Fourth, That they will take proper care of said real estate and the buildings thereon, and neither commit waste nor allow waste to be committed, and will neither do nor suffer anything to be done that will impair the value thereof, or of the security hereby given. Fifth, If the mortgagors should fail to pay taxes, assessments or charges against said real estate when the same are due and payable, or should fail to keep said buildings insured as aforesaid that the mortgagee may pay the said taxes, assessments or charges, or insurance premiums, or any of them, and the same so paid, with eight per cent interest per annum thereon from the time of such payments shall be a part of the debt of the mortgagors secured by this mortgage, and shall be payable without relief from valuation laws. Sixth, If the mortgagors , or either of them, should violate any of said agreements, or should fail to perform any of them, at the time when performance is contemplated as aforesaid, or if any representation here made by the mortgagors is untrue, that the mortgagee, may at its option, proceed to forclose this mortgage. Seventh, That any failure of the mortgagee to exercise any option hereby given or reserved, shall not estop it from afterwards exercising any such option upon any subsequent default of the mortgagors, or either of them. Eighth, That the agreements of the mortgagors hereinbefore recited, and the representations below made are made also for the benefit of any assignee of this mortgage, or of the debt aforesaid or of any part

thereof. And the mortgagors represent to the mortgagee, that the title to said real estate is a good and indefeasible estate of inheritance in fee simple in the mortgagor, HARVEY FITCH, that he is now in possession of the said real estate and that there is no liens or incumbrances thereon prior or superior to this mortgage. Ninth, If the condition, or conditions of this mortgage shall be broken, and the mortgagee thereby obtain the right to being an action for foreclosure of said mortgage, and the sale of said premises for the payment of the debt herein secured, and said action is brought, then there shall be due and payable, in addition to the amount of said notes and interest thereon, the further sum of five per cent for attorneys fees named in said action; said last amount shall be a part of said mortgage debt and secured in all respects in the same manner as said notes and the interest thereon.

In Witness Whereof, the mortgagors have hereunto set their hands and seals the First day of December 1886 (Erasures, insertions, interlineations made prior to signatures)

Harvey Fitch
Etta P. Fitch

State of Indiana, County of Allen, SS
Before the undersigned Paul F. Kuhne, a Notary Public in and for said County on this 16th day of December, 1886, personally came Harvey Fitch and Etta P. Fitch, his wife, the mortgagors aforesaid and acknowledged the execution of the foregoing mortgage. Witness my hand and Notarial seal, the day and year last aforesaid.

Paul F. Kuhne, Notary Public

Mortgage No. 1365, Harvey Fitch and wife to Union Central Life Insurance Company, Cincinnati, Ohio. Received for record this 16th day of December 1886 at 12 ½ o'clock p.m. recorded in Mortgage Record 51 pages 235, 236, 237. Thomas Weller, Recorder of Allen County.

Attached to this Mortgage:

$1400.00 Fort Wayne, Indiana, December 19, 1882, Five years after date I promise to pay to the order of the Union Central Life Insurance Company, of Cincinnati, Ohio, Fourteen Hundred Dollars at First National Bank in Fort Wayne, Indiana, with interest at the rate of seven per cent per annum from date until paid, payable annually on January 1st of each year except the last installment which shall be due and payable with the principal, and five per cent. Attorney's fees, all of which shall be without any relief whatever from valuation or appraisement laws. Coupon rates are hereto attached which with this principal note are secured by Mortgage deed dated, December 19, 1882

Harvey Fitch, 186285
December 22/87

P. O. Address, Huntertown, Indiana
Q. #1365

Harvey to Union Life 1882

Real Estate Mortgage

This Mortgage made the 19th day of December, one thousand eight hundred and eighty two between Harvey Fitch and Etta P. Fitch, his wife, of the County of Allen and the State of Indiana, parties of the first part, and the "Union Central Life Insurance Company" a corporation organized under the laws of the State of Ohio, having its principal office in the City of Cincinnati, Ohio, party of the second part:

Witnesseth, that whereas the said Harvey Fitch justly indebted to said Union Central Life Insurance Company, for money borrowed in the sum of Fourteen Hundred Dollars to secure the payment of which he has executed his prommissory note dated at Fort Wayne, Indiana, December 19, 1882 for the sum of Fourteen hundred dollars payable on the 19th day of December A.D. 1887, being principal Note, which sum bears interest at the rate of Seven per cent, per annum, payable annually according to six interest coupon notes of even date with said principal note and attached thereto said notes are made payable to the order of said Union Central Life Insurance Company, at First National Bank in Fort Wayne, Indiana.

Now therefore this indenture Witnesseth, that the said parties of the first part in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon, according to the tenor and effect of said promissary notes where mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations, and agreements herein contained, do by these presents Give, Grant, Bargain, Sell, Convey, and confirm unto said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Allen and the State of Indiana, to wit:

The West half of half (1/2) of the North West Quarter and the East half of the North West Quarter of Section Fifteen (15), Township Thirty two North (32) Range Twelve (12) East, containing One Hundred and Sixty acres (160), ...goes on with a lot of legal talk binding Harvey to payment or the loss of his property.............

Harvey Fitch
Etta P. Fitch

State of Indiana, County of Allen, SS
Before me the undersigned, a Notary Public in and for said County, appeared Harvey Fitch and Etta P. Fitch, his wife, to me personally known to be the grantors of the above foregoing conveyance, and acknowledged the same to be their free act and deed, for the uses and purposes therein mentioned. Witness my hand and seal, this 11th day of January A.S. 1883.

T. W. Kuhne, Notary Public

Received for Record, this 11th day of January 1883 at 10 ¾ o'clock a.m. and recorded in Mortgage Record No. 42, page 65, 66, and 67. Joseph M____________ Recorder Allen Co. Paid $1.25

[illegible]

131

MORTGAGE.

[illegible]

—TO—

Union Central Life Insurance Company,

CINCINNATI, O.

Office S. E. Cor. Fourth and Central Avenue.

Received for Record this 11 day of Jan. 1883 at 10 3/4 am & recorded in Mortgage Record No 42 page 65, 66 & 67

Jos. W. Hammer Jr
Rec. Co

M Paid 1^{25}

REAL ESTATE MORTGAGE.

This Mortgage Made the Nineteenth day of December one thousand eight hundred and eighty two, between Harvey Fitch and Eliza P. Fitch husband and wife of the County of Allen and State of Indiana, parties of the first part, and the **"Union Central Life Insurance Company,"** a corporation organized under the laws of the State of Ohio, having its principal office in the City of Cincinnati, Ohio, party of the second part:

Witnesseth, That whereas, the said Harvey Fitch [illegible] justly indebted to said **Union Central Life Insurance Company,** for money borrowed in the sum of Fourteen Hundred Dollars, to secure the payment of which he has executed his promissory note dated at Ft Wayne, Ind. December 19" 1882 for the sum of Fourteen Hundred Dollars, payable on the 19" day of December A. D. 18[illegible], being principal Note, which sum bears interest at the rate of [illegible] per cent. per annum, payable annually according to six interest coupon notes of even date with said principal note and attached thereto. Said notes are made payable to the order of said **Union Central Life Insurance Company,** at [illegible] Bank in Ft Wayne, Indiana.

Now therefore, this Indenture Witnesseth, That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid, and interest thereon, according to the tenor and effect of said promissory notes above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations, and agreements herein contained, do by these presents GIVE, GRANT, BARGAIN, SELL, convey, and confirm unto said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Allen and State of Indiana, to-wit:

The West half (W 1/2) of the North West quarter (NW 1/4) and the East half (E 1/2) of the North West quarter (NW 1/4) of Section Fifteen (S 15), Township Thirty Two North (T 32 N), Range Twelve East R 12 E Containing One Hundred and Sixty Acres (160)

O.K.
R.&M.

Harvey and Mathias

This Agreement entered into by HARVEY FITCH, party of the first part and M. FITCH, party of the second part. The party of the first part agree to make a Warrantee Deed of the North West quarter of Section 15 Township 32 North Range 12 East, give full and immediate right and possession of all buildings, growing crips, straw, manure, stone, pay first installment of tax and to be___ the expence of the payment and release of all mortgages and incumbrances on said property except the anual payment, hereafter to Mrs. Sarah Fitch of Fifty (50) dollars per year as set forth in Mortgage to her signed by the party of the first part which contract is hereafter to be assumed by M. Fitch, the party of the second part. And he, M. Fitch, the second part, in consideration of Warrantee Deed and rights and possession set forth for the above described premises and appurtenances is to pay the sum of Fifty-Six Hundred ($5600) dollars in payments. The first of such payments _______ in payments and release of Mortgage and encumbrances on said premises. The balance after deducting amount used for mortgage and amount accepted in promissory notes to be divided into payments annually without interest of Five Hundred and Forty-Five ($545) dollars from date of January 1st, 1893, and each year thereafter, the notes to be secured by Mortgage on above described premises.

State of Indiana, Allen County, SS

Personally appeared before me, Stephen A. Thornton, a Justice of the Peace in and for said county this 12th day of December, 1892.

M. Fitch
Harvey Fitch and
Etta Fitch, his wife

And acknowledged the execution of the within agreement for the purpose therein set forth to be their free will and act.

S. A. Thornton, J.P.

To have and to hold the above granted premises, with all the privileges and appurtenances thereunto belonging, unto the said ***Union Central Life Insurance Company,*** its successors and assigns forever. PROVIDED ALWAYS, and these presents are upon the express condition, that if said parties of the first part their heirs, executors, or administrators shall well and truly pay said ***Union Central Life Insurance Company,*** or the legal holder of said notes, the full amount of said principal sum with all the interest thereon, at the several times and in the manner specified herein, and shall well and truly perform, fulfill, and keep, all and singular, the covenants, stipulations, conditions, and agreements herein contained, then these presents and all the estate hereby created, shall cease and be void, otherwise be and remain in full force.

And the said parties of the first part, for themselves, their heirs, executors and administrators, do hereby covenant with the said ***Union Central Life Insurance Company,*** its successors and assigns, that they are well seized of said premises in fee simple, and that they have good right and full power to grant, bargain and sell the same in the manner and form aforesaid: that the same are free from all incumbrances: and that they will, and their heirs, executors, and administrators, shall forever warrant and defend the same against the lawful claims of all persons.

And the said parties of the first part expressly agree to pay the said notes promptly as they become due, and to pay all taxes and charges against said premises when the same become due, and that the value of said premises for taxation purposes in the State of Indiana shall in no wise be reduced by reason of the existence of this mortgage.

But it is further provided and agreed, by and between the parties hereto, that if default shall be made in the payment of either of said notes, or the interest thereon, or any part thereof, on the day or days respectively whereon the same shall become due and payable, or if the taxes assessed on the above described premises are not fully paid within the time allowod for payment by law; or in case of any breach of the covenants or stipulations herein contained, then in such case, the whole of said principal and interest thereon, shall, at the option of said ***Union Central Life Insurance Company,*** or the legal holder of said notes, become immediately due and payable, and this mortgage may be foreclosed accordingly.

And it is further agreed that the said party of the second part, or the legal holder of the notes, may at his option pay said taxes and charges, on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of eight per cent. per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage, and said grantor also, hereby further covenant and agree with said Grantee, its successors and assigns, that at any time or times after one year from this date the said Grantee, its successors or assigns, may cause an appraisal to be made of said mortgaged premises by disinterested freeholders residing in said county, each party in interest choosing one appraiser, and if the two so chosen do not agree the said appraisers to choose a third, and if the appraisal of the land, exclusive of buildings by any two so chosen shall be less than double the amount then unpaid upon this mortgage, then said Grantee, its successors or assigns, may in every such case require the payment of so much of said debt as is requisite to reduce the same to one-half of said value, and the sum requisite shall thereby become due and payable to said Grantee, its successors or assigns within one month after such appraisal. In case the said Grantor shall fail within ten days after request to choose one appraiser, the appraisal by the one chosen by the Grantee, its successors or assigns shall be taken as determining said value.

And it is expressly agreed that all of the sums of money above named, shall be payable without any relief whatever from all valuation and appraisement laws.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Harvey Fitch (Seal.)
Ella P. Fitch (Seal.)
(Seal.)
(Seal.)

State of Indiana, }
County of Allen } ss.

Before me, the Undersigned, a Notary public in and for said County, appeared Harvey Fitch and Ella P. Fitch his wife to me personally known to be the grantors of the above and foregoing conveyance, and acknowledged the same to be free act and deed, for the uses and purposes therein mentioned.

Witness my hand and seal, this 11th day of January A. D. 1883

Harvey and Mathias

This Agreement entered into by HARVEY FITCH, party of the first part and M. FITCH, party of the second part. The party of the first part agree to make a Warrantee Deed of the North West quarter of Section 15 Township 32 North Range 12 East, give full and immediate right and possession of all buildings, growing crips, straw, manure, stone, pay first installment of tax and to be___ the expence of the payment and release of all mortgages and incumbrances on said property except the anual payment, hereafter to Mrs. Sarah Fitch of Fifty (50) dollars per year as set forth in Mortgage to her signed by the party of the first part which contract is hereafter to be assumed by M. Fitch, the party of the second part. And he, M. Fitch, the second part, in consideration of Warrantee Deed and rights and possession set forth for the above described premises and appurtenances is to pay the sum of Fifty-Six Hundred ($5600) dollars in payments. The first of such payments _______ in payments and release of Mortgage and encumbrances on said premises. The balance after deducting amount used for mortgage and amount accepted in promissory notes to be divided into payments annually without interest of Five Hundred and Forty-Five ($545) dollars from date of January 1st, 1893, and each year thereafter, the notes to be secured by Mortgage on above described premises.

State of Indiana, Allen County, SS

Personally appeared before me, Stephen A. Thornton, a Justice of the Peace in and for said county this 12th day of December, 1892.

M. Fitch
Harvey Fitch and
Etta Fitch, his wife

And acknowledged the execution of the within agreement for the purpose therein set forth to be their free will and act.

S. A. Thornton, J.P.

Personally appeared before me Stephen
A Thornton a Justice of the Peace in
and for said County this 12th day of
December 1892 M. Fitch

Harvey Fitch and
Etta Fitch his wife

And acknowoledged the execution of the
within agreement for the purpose therein

This agreement entered into by Harvey Fitch party of the first part and M. Fitch party of the second part. the party of the first part agree to make a Warrantee Deed for the North West quarter of Section (15) Township Thirty two (32) north Range twelve (12) East give full and immediate right and possession of all buildings growing crops straw manure stone pay first instalment of tax and to be to the expence of the payment and release of all mortgages and encumbrances on said property except the annual payment hereafter to Mrs Sarah Fitch of fifty ($50) dollars per year as set forth in Mortgage to her signed by the party of the first part which contract is hereafter to be assumed by Mr Fitch the party of the second part. And he Mr Fitch the secon part in consideration of Warantee Deed and rights and possessions set forth for the above describe premises and Appurtenances is to pay the sum of Fifty six hundred ($5600) dollars in payment the first of such payments to used in payments and release of Mortgage and encumbrances on sai premises, the balance after deducting amount used for mortgage and amount accepted in promissory notes to be divided into payments annualy without interest of Five hundred and forty-five ($545) dollars. from date of

This agreement entered into by Harvey Fitch party of the first part and M. Fitch party of the second part. The party of the first part agree to make a warrantee Deed of for the North West quart ÷ of Section (15) Town

JOHN M. PATTISON, President.
R.S. RUST, V. Prest. E.P. MARSHALL, Secy

J. R CLARK, Treas. W. L. DAVIS, Cashier
W^M B DAVIS, M D Med Director

Agency of
The Union Central Life Insurance Co.
of Cincinnati.

OFFICE OF
C. E. EVERETT,
GENERAL AGENT,
Cor. Calhoun and Berry Sts.,
Over Old National Bank.
TELEPHONE 253

Fort Wayne, Ind. Jan. 17, 1893.

Harvey Fitch,

Huntertown, Ind.

Dear Sir:--I mail you the release of your mortgage herewith.

Yours truly,

C E Everett
General Agent.

"E"

Enclosure.

January 1st 1893 and each year thereafter the notes to be secured by mortgage on above described premises

State of Indiana Allen County SS

Personally appeared before me Stephen A Thornton a Justice of the Peace in and for said County this 12th day of December 1892 M. Fitch
Harvey Fitch and
Etta Fitch his wife
And acknowledged the execution of the within agreement for the purpose therein set forth to be their free will and act

S A Thornton J P

JOHN M. PATTISON, President.
R. S. RUST, V. Prest. E. P. MARSHALL, Secy.

J. R. CLARK, Treas. W. L. DAVIS, Cashier
Wm B DAVIS, M. D. Med. Director

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TELEPHONE 253

Fort Wayne, Ind. Jan. 17, 1893.

Harvey Fitch,
Huntertown, Ind.

Dear Sir:--I mail you the release of your mortgage herewith.

Yours truly,

C E Everett
General Agent.

"E"

Enclosure.

This Indenture Witnesseth, That Harvey Fitch and Etta P. Fitch, his wife of Allen County, in the State of Indiana, mortgage and warrant to **The Union Central Life Insurance Company**, (a corporation organized under the laws of the State of Ohio, having its principal office in the city of Cincinnati, Ohio), the real estate in Allen County, in the State of Indiana, described as follows, to-wit:

The West half (W.½) of the North West quarter (N.W.¼) of Section Fifteen (15)

by the mortgagor Harvey Fitch and payable to the mortgagee, or order, at First National Bank Auburn Indiana, and bearing the same date as this mortgage, and described further as follows: Five notes for the sum of Sixty Nine & 03/100 ($69 03/100) dollars, payable annually ~~years after date (and being for the principal sum loaned), and coupon interest notes~~ on Dec. 15" 1887, 1888, 1889, 1890 & 1891, all of said notes to draw interest at the rate of eight per cent. per annum after maturity until paid.

69.03
5

Form 1372. 2M-8-'92.

RELEASE OF MORTGAGE

The Union Central L Ins Co

TO

Harvey Fitch + wife

Received for Record, this 29th day of December 1892, at 11 1/4 o'clock, a M., and recorded in Mortgage Record Book 42 page 65

Geo W Fickle

Recorder Allen County.

Fee,

WM. B. BURFORD, PRINTER, INDIANAPOLIS.

Paid

SATISFACTION OF MORTGAGE.

THIS CERTIFIES, That a certain Mortgage executed by Harvey Fitch and Etta P Fitch his wife *to* The Union Central Life Insurance Company *on* Nineteenth *day of* December 18 8 ~~189~~*, calling for $* 1400 *, and recorded in Mortgage Record No.* 42 *, page* 65-66-67 Allen *County, State of Indiana, has been fully paid and satisfied, and the same is hereby released.*

the signature of The Union Central Life Insurance Company by R S Rust its V. President and the ensealing hereof with its corporate seal

WITNESS ^ ~~*hand and seal*~~*, this* Sixteenth *day of* December *189*2

R S Rust Vice Pres

J R Clark

wd/

State of Ohio Hamilton **County, ss:**

BEFORE ME, Louis Breiling *a* Notary Public *in and for said County, this* 16th *day of* December *189*2 personally came The Union Central Life Insurance Company by R S Rust its Vice President x *acknowledged the execution of the annexed satisfaction of mortgage.*

WITNESS my hand and Notarial *seal.*

Louis Breiling

NOTARY PUBLIC
IN AND FOR
HAMILTON COUNTY, OHIO.

COUNTY OF Allen

Before the undersigned, Paul F. Kuhn, a Notary Public in and for said

Harvey

Mathias to Harvey

This Indenture Witnesseth that Mathias Fitch of Allen County, in the State of Indiana, Mortgage and Warrant to Harvey Fitch of Allen County, in the State of Indiana, the following real estate in Allen County, in the State of Indiana, to wit:

The Northwest Quarter of Section Fifteen (15) Township Thirty two (32) North Range twelve (12) East.

To secure the payment when they become due of Five promissory notes of Five Hundrec and forty five dollars ($545) each bearing even date herewith and signed by M. Fitch said notes falling due 1st, January 1st, 1894 2nd, January 1st, 1895
3rd, January 1st, 1896 4th, January 1st, 1897 5th, January 1st, 1898
all without interest and the mortgagor expressly agrees to pay the sum of money above secured, without relief from valuation or appraisement laws thereon . And it is further secured by this mortgage.

In Witness Whereof, the mortgagor has hereunto set his hand and seal, this 12th day of December, 1892.

M. Fitch

State of Indiana, Allen County, SS
Before me, Stephen A. Thornton, a Justice of the Peace in and for said County, this 12th day of December, 1892, came Harvey Fitch and acknowledged the execution of the annexed mortgage. Witness my hand and official seal, S. A. Thornton, J. P.

For the Value received, I hereby sell, transfer and assign all my right, title and interest to and in the within mortgage executed by Mathias Fitch, December 12th, 1892, to secure the payment of five notes of Five hundred and forty five ($545) dollars each to David N. Fitch together with notes herein described. Witness my hand and seal, this 17th day of January, 1893.

Harvey Fitch

Received for Record, the 21st day of January A.D. 1893, at 1 ¾ o'clock P.M. and recorded in Record 74 page 151-2. George Fickel, Recorder of Allen County, Paid

On the back is written: Notes of dates Jan. 1, 1894, Jan 1. 1895, Jan 1896, have been paid in full. Signed David N. Fitch.

Notes having dates of Jan. 1, 1897 and Jan. 1, 1898. Paid in full, signed D. N. Fitch

(Apparently somewhere along the line, shortly after this mortgage was taken out, Harvey sold or gave his interest in the property to David Fitch. This is land at the corner of Coldwater and Cedar Canyons Road at the South East corner. At some time, Harvey made a move to Huntertown and had a house there. The 1880/85 plat map still has the land listed under H. Fitch. At least the payments were to go to David Fitch.)

It is Expressly Agreed by the mortgagors with the mortgagee as follows: First. That the mortgagors will pay to the mortgagee the sums of money above mentioned, without relief from valuation or appraisement laws. Second. That upon failure to pay any of said ~~coupon interest~~ notes, when the same shall be due, then the principal notes aforesaid as well as all interest then in arrear, shall at the option of the mortgagee, be then due and payable, and this mortgage may then be foreclosed. Third. That until the indebtedness evidenced by the notes above described is fully paid the mortgagors will keep the buildings on the said real estate insured for the benefit of the mortgagee, as its interest may appear, in a company or in companies, satisfactory to the mortgagee, and will promptly deliver the policies therefore to the mortgagee, and will pay all taxes, assessments and charges against said real estate as the same become due and payable. Fourth. That they will take proper care of said real estate and the buildings thereon, and neither commit waste nor allow waste to be committed, and will neither do nor suffer anything to be done that will impair the value thereof, or of the security hereby given. Fifth. If the mortgagors should fail to pay taxes, assessments or charges against said real estate when the same are due and payable; or should fail to keep said buildings insured as aforesaid, that the mortgagee may pay the said taxes, assessments or charges, or insurance premiums, or any of them, and the sums so paid, with eight per cent. interest per annum thereon from the time of such payments, shall be a part of the debt of the mortgagors secured by this mortgage, and shall be payable without relief from valuation laws. Sixth. If the mortgagors, or either of them, should violate any of said agreements, or should fail to perform any of them, at the time when performance is contemplated as aforesaid, or if any representation here made by the mortgagors is untrue, that the mortgagee may, at its option, proceed to foreclose this mortgage. Seventh. That any failure of the mortgagee to exercise any option hereby given or reserved, shall not estop it from afterwards exercising any such option upon any subsequent default of the mortgagors, or either of them. Eighth. That the agreements of the mortgagors hereinbefore recited, and the representations below made, are made also for the benefit of any assignee of this mortgage, or of the debt aforesaid, or of any part thereof. And the mortgagor~~s~~ represent to the mortgagee, that the title to said real estate is a good and indefeasible estate of inheritance in fee simple in the mortgagor — Harvey Fitch — ; that he is now in possession of the said real estate, and that there ~~are~~ no liens or incumbrances thereon prior or superior to this mortgage except a mortgage to the Union Central Life Ins. Co. Ninth. If the condition, or conditions of this mortgage shall be broken, and the mortgagee thereby obtain the right to bring an action for foreclosure of said mortgage, and the sale of said premises for the payment of the debt herein secured, and said action is brought, then there shall be due and payable, in addition to the amount of said notes and interest thereon, the further sum of five per cent. for attorneys fees named in said action; said last amount shall be a part of said mortgage debt and secured in all respects in the same manner as said notes and the interest thereon.

In Witness Whereof, the mortgagors have hereunto set their hands and seals the First day of December 1886 Erasures, insertions & interlineations, made prior to signature.

Harvey Fitch (Seal.)
Etta P Fitch (Seal.)

STATE OF INDIANA,
COUNTY OF Allen } ss.

Before the undersigned Paul F. Kuhne, *a* Notary Public *in and for said county, on this* 16th *day of* December *188*6 *personally came* Harvey Fitch and Etta P. Fitch his wife

the mortgagor S *aforesaid, and acknowledged the execution of the foregoing mortgage.*

Witness *my hand and* Notarial *seal, the day and year last aforesaid.*

Paul F. Kuhne
Notary Public.

No Agent is authorized to make any contract, verbal or written, differing from that written and printed on the face of this Note, and the Mortgage securing it, nor are they permitted to collect any part of the same unless indorsed to them for that purpose.

No assignment or payment of any portion of this principal note shall be deemed valid except upon a receipt signed or endorsement made by the President and Secretary.

$1400.00/100 Ft. Wayne Ind. December 19' 1882

Five Years *after date, for value received,* — I — *promise to pay to the order of the* **UNION CENTRAL LIFE INSURANCE COMPANY,** *of CINCINNATI, O.*

Fourteen Hundred *DOLLARS,*

at First National — *Bank in* Ft. Wayne *Indiana,*

with interest at the rate of ...... *per cent. per annum from date until paid, payable annually on January 1st of each year, except the last installment which shall be due and payable with the principal, and five per cent. Attorney's fees, all of which shall be without any relief whatever from valuation or appraisement laws. Coupon notes are hereto attached, which, with this principal note are secured by Mortgage Deed dated* December 19, 1882

P. O. ADDRESS. [illegible] — Ind. —

Harvey Fitch 186285
Dec 22/87

Paid

This Indenture Witnesseth, That Harvey Fitch and Etta P. Fitch, his wife of Allen County, in the State of Indiana, mortgage and warrant to **The Union Central Life Insurance Company**, (a corporation organized under the laws of the State of Ohio, having its principal office in the city of Cincinnati, Ohio), the real estate in Allen County, in the State of Indiana, described as follows, to-wit:

The West half (W½) of the North West quarter (NW¼) of Section Fifteen (15).

The East half (E½) of the North West quarter (NW¼) of Section Fifteen (15).

Both of the above described tracts being situate in Township Thirty-two (32) North Range Twelve (12) East, containing One Hundred and Sixty (160) acres.

To secure the repayment of certain promissory notes executed concurrently with this mortgage by the mortgagor Harvey Fitch and payable to the mortgagee, or order, at First National Bank Auburn Indiana, and bearing the same date as this mortgage, and described further as follows: Five notes for the sum of Sixty Nine & 03/100 (69 03/100) dollars, payable annually ~~years after date (and being for the principal sum loaned), and~~ coupon ~~interest notes~~ on Dec. 15" 1887, 1888, 1889, 1890 & 1891, all of said notes to draw interest at the rate of eight per cent. per annum after maturity until paid.

69.03
5
345.15

It is Expressly Agreed by the mortgagors with the mortgagee as follows: First. That the mortgagors will pay to the mortgagee the sums of money above mentioned, without relief from valuation or appraisement laws. Second. That upon failure to pay any of said ~~coupon interest~~ notes, when the same shall be due, then the principal notes aforesaid as well as all interest then in arrear, shall at the option of the mortgagee, be then due and payable, and this mortgage may then be foreclosed. Third. That until the indebtedness evidenced by the notes above described is fully paid the mortgagors will keep the buildings on the said real estate insured for the benefit of the mortgagee, as its interest may appear, in a company or in companies, satisfactory to the mortgagee, and will promptly deliver the policies therefore to the mortgagee, and will pay all taxes, assessments and charges against said real estate as the same become due and payable. Fourth. That they will take proper care of said real estate and the buildings thereon, and neither commit waste nor allow waste to be committed, and will neither do nor suffer anything to be done that will impair the value thereof, or of the security hereby given. Fifth. If the mortgagors should fail to pay taxes, assessments or charges against said real estate when the same are due and payable; or should fail to keep said buildings insured as aforesaid, that the mortgagee may pay the said taxes, assessments or charges, or insurance premiums, or any of them, and the sums so paid, with eight per cent. interest per annum thereon from the time of such payments, shall be a part of the debt of the mortgagors secured by this mortgage, and shall be payable without relief from valuation laws. Sixth. If the mortgagors, or either of them, should violate any of said agreements, or should fail to perform any of them, at the time when performance is contemplated as aforesaid, or if any representation here made by the mortgagors is untrue, that the mortgagee may, at its option, proceed to foreclose this mortgage. Seventh. That any failure of the mortgagee to exercise any option hereby given or reserved, shall not estop it from afterwards exercising any such option upon any subsequent default of the mortgagors, or either of them. Eighth. That the agreements of the mortgagors hereinbefore recited, and the representations below made, are made also for the benefit of any assignee of this mortgage, or of the debt aforesaid, or of any part thereof. And the mortgagors represent to the mortgagee, that the title to said real estate is a good and indefeasible estate of inheritance in fee simple in the mortgagor — Harvey Fitch; that We are now in possession of the said real estate, and that there are no liens or incumbrances thereon prior or superior to this mortgage except a mortgage to the Union Central Life Ins. Co. Ninth. If the condition, or conditions of this mortgage shall be broken, and the mortgagee thereby obtain the right to bring an action for foreclosure of said mortgage, and the sale of said premises for the payment of the debt herein secured, and said action is brought, then there shall be due and payable, in addition to the amount of said notes and interest thereon, the further sum of five per cent. for attorneys fees named in said action; said last amount shall be a part of said mortgage debt and secured in all respects in the same manner as said notes and the interest thereon.

In Witness Whereof, the mortgagors have hereunto set their hands and seals the First day of December 1886 Erasures, insertions & interlineations, made prior to signature.

Harvey Fitch (Seal.)
Etta P. Fitch (Seal.)

STATE OF INDIANA, }
COUNTY OF Allen } ss.

Before the undersigned Paul F. Kuhne, *a* Notary Public *in and for said county, on this* 16th *day of* December *188*6 *personally came* Harvey Fitch and Etta P. Fitch his wife *the mortgagor*s *aforesaid, and acknowledged the execution of the foregoing mortgage.*

WITNESS *my hand and* Notarial *seal, the day and year last aforesaid.*

Paul F. Kuhne
Notary Public.

No. 1365

MORTGAGE

Harvey Fitch & wife

—TO—

Union Central Life Insurance Company,
CINCINNATI, O.

Received for record this 16 day of Dec. 1886 at 12½ P.M., recorded in Mortgage Record 51 Pages 236-237
Thos. S. Keller
Rec. A.C.

Paid

Interest paid to Dec 19th 1892

PAY TO THE ORDER OF
[illegible]
For collection [illegible]
UNION CENTRAL LIFE INS. CO.
J. R. Clark
Treasurer

This Indenture Witnesseth, That Harvey Fitch & Etta P. Fitch, his wife of Allen County, in the State of Indiana, mortgage and warrant to **The Union Central Life Insurance Company**, (a corporation organized under the laws of the State of Ohio, having its principal office in the city of Cincinnati, Ohio), the real estate in Allen County, in the State of Indiana, described as follows, to-wit:

The West half (W 1/2) of the North West quarter (N W 1/4) of Section Fifteen (15).

The East half (E 1/2) of the North West quarter (N W 1/4) of Section Fifteen (15).

Both of the above described tracts being situate in Township Thirty-two (32) North Range Twelve (12) East, containing One Hundred & Sixty (160) acres.

To secure the repayment of certain promissory notes executed concurrently with this mortgage by the mortgagor Harvey Fitch and payable to the mortgagee, or order, at First National Bank Auburn Indiana, and bearing the same date as this mortgage, and described further as follows: Five notes for the sum of Sixty Nine & 03/100 (69 03/100) dollars, payable annually ~~years after date (and being for the principal sum loaned), and~~ coupon ~~interest notes~~ on Dec. 15" 1887, 1888, 1889, 1890 & 1891, all of said notes to draw interest at the rate of eight per cent. per annum after maturity until paid.

69.03
5
345.15

9168

MORTGAGE.

Mathias Filot

—TO—

Harvey Filot

RECEIVED FOR RECORD,

The 21st *day of* January

A. D. 1893, *at* 1 1/4 *o'clock* P *M., and*

recorded in Record 74 *page* 151-2

Geo W Fickle

Recorder Allen *County.*

Recorder's Fee, - - - $

Paid

SIEMON & BRO., BOOKSELLERS AND STATIONERS, FORT WAYNE, IND.

This Indenture Witnesseth, That Mathias Fitch

of Allen County, in the State of Indiana

MORTGAGE AND WARRANT to Harvy Fitch

of Allen County, in the State of Indiana

the following REAL ESTATE, in Allen County, in the State of

Indiana, to-wit: The North West quarter of section fifteen (15) Township Thirty two (32) North Range twelve (12) East.

to secure the payment when they become due become due, of Five promisory notes of Five hundred and forty five dollars ($545) each bearing even date herewith and signed by M. Fitch said notes falling due first January 1st 1894 second January 1st 1895 third January 1st 1896 ~~F~~ fourth January 1st 1897 Fifth January 1st 1898 All without interest

and the mortgagor expressly agree to pay the sum of money above secured, without relief from valuation or appraisement laws; ~~and upon failure to pay any one of said notes, or any part thereof, at maturity, or the interest~~ thereon, ~~or any part thereof, when due, or the taxes or insurance as hereafter stipulated, then all of said notes are to be due and collectable, and this mortgage may be foreclosed accordingly.~~ And it is further ~~expressly agreed, that until all of said notes are paid, said mortgagor will keep all legal taxes and charges against said premises paid as the same becomes due, and will keep the building thereon insured for the benefit of the mortgagee, as his interest may appear, and the policy duly assigned to mortgagee, to the amount of and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with eight per cent. interest thereon, shall be a part of~~ debt secured by this mortgage.

In Witness Whereof, the mortgagor has hereunto set his hand and seal, this 12th day of December 1892

M. Fitch (Seal.)

(Seal.)

(Seal.)

(Seal.)

State of Indiana, Allen County, ss:

Before me, Stephen A Thornton, *a* Justice of the Peace *in and for said County, this* 12th *day of* December, 1892

came Harvey Fitch

and acknowledged the execution of the annexed mortgage.

WITNESS my hand and Official Seal

S A Thornton J.P. Seal.

For value received, I hereby sell, transfer and assign all my right, title and interest to and in the within mortgage executed by Mathias Fitch December 12th, 1892, to secure the payment of five notes of Five hundred and forty-five ($545) dollars, each, to David N. Fitch together with notes herein described. Witness my hand and seal, this 17th day of January, 1893.

Harvey Fitch (Seal)

D 8

MORTGAGE.

Mathias Fitch

—TO—

Harvey Fitch

RECEIVED FOR RECORD,

The 21st *day of* January

A. D. 1893, at 1 3/4 *o'clock* P *M., and*

recorded in Record 74 *page* 151–2

Geo W Fickle

Recorder Allen *County.*

Recorder's Fee, - - - $

Paid

SIEMON & BRO., BOOKSELLERS AND STATIONERS, FORT WAYNE, IND.

Notes of date Jan 1 1894. Jan. 1 1895 Jan 1. 1896. have been paid in full.

David N Fitch

Note bearing date of Jan. 1. 97. and Jan. 1. 98. Paid in full.

D. N. Fitch

of the mortgagee, as ~~his interest may appear, and the policy duly assigned to mortgagee, to the amount of~~ .... ~~and failing to do so, said mortgagee may pay said taxes~~ or insurance, and the amount so paid, ~~with~~ eight per ~~cent. interest thereon, shall be a part of~~ .... ~~debt~~ secured by this mortgage.

In Witness Whereof, the mortgagor ha*s* hereunto set *his* hand and seal, this *12th* day of *December* 189*2*.

M. Fitch (Seal.)

(Seal.)

(Seal.)

(Seal.)

State of Indiana, } ss.:
DeKalb County. }

Before me, Price D. West,
a Notary Public, in and for said
County, this 17th day of January, 1893,
personally appeared Harvey Fitch
and acknowledged the execution of the
bove assignment of mortgage and transfer of
notes.

Witness my hand and notarial seal, this
17th day of January, 1893

Price D West, Seal
Notary Public.

Harvey to Mathias 1892

This Indenture Witnesseth that Harvey Fitch and Etta P. Fitch, his wife of Allen County, in the State of indiana in consideration of Fifty-six Hundred ($5600) dollars the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey to Mathias Fitch and his heirs and Assigns forever, the following real estate in Allen County, in the State of Indiana and described as follows, to wit:

North West Quarter of Section Fifteen (15) Township 32 North of Range Twelve (12) East, together with all the privileges and appurtenances to the same belonging, to have and to hold the same to the said Mathias Fitch, his Heirs and Assigns forever. The Grantors, their heirs and assigns hereby covenanting with the Grantee, his heirs and assigns, that the title so conveyed is clear, free and unencumbered; that he is lawfully seized of the premises aforesaid, as of a sure and indefeasible Estate of inheritance in Fee Simple, and that they will warrant and defend the same against all claims whatsoever.

In Witness whereof, the Grantors have hereunto set their hands and seals this 12th day of December 1892.

Harvey Fitch
Etta P. Fitch

State of Indiana, Allen County, SS
Before me Stephen A. Thornton, Justice of the Peace in and for said County and State personally came Harvey Fitch and Etta P. Fitch, his wife, grantors in the above conveyance and acknowledged the same to be their voluntary act and deed, for the uses and purposes therein mentioned. In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 12th day of December, 1892.

Thornton, Justice of the Peace

Received for Record this 13th day of December, 1892, at 11 ½ o'clock a.m. and recorded in Book No. 127, page 283, George W. Fickel, Recorder of Allen County. Duly entered for Taxation this 13th day of December, 1892, A. F. Glutting, Auditor of Allen County.

8

WARRANTY DEED.

Harvey Fitch &
wife

—TO—

Mathias Fitch

Received for Record this 13th day of
December 1892
at 11 1/2 o'clock A. M., and recorded in
Book No. 127 page 283
Geo W Fickle
Recorder Allen County.

Duly entered for Taxation this 13 day of
Dec 1892
A. F. Glutting
Auditor Allen County.

SIEMON & BRO.,
STATIONERS,
FORT WAYNE, - - - IND.

Paid

Archer, Housn & Co., Printers, Fort Wayne, Ind.

This Indenture Witnesseth: That Harvey Fitch and Ella P. Fitch his wife

of Allen County, in the State of Indiana

in consideration of Fifty six hundred DOLLARS,

the receipt whereof is hereby acknowledged, do GRANT, BARGAIN, SELL AND CONVEY to Mathias Fitch and his

Heirs and Assigns forever, the following REAL ESTATE in Allen County, in the State of Indiana and described as follows to-wit:

North west quarter of section fifteen (15) Township Thirty two (32) North of Range Twelve (12) East

together with all the privileges and appurtenances to the same belonging.

To Have and to Hold the same to the said Mathias Fitch his

Heirs and Assigns forever. The Grantor they Heirs and Assigns hereby covenanting with the Grantee his Heirs and Assigns, that the title so conveyed is **CLEAR, FREE AND UNENCUMBERED:** that he is lawfully seized of the premises aforesaid, as of a sure and indefeasible Estate of Inheritance in Fee Simple, and that they will **WARRANT AND DEFEND** the same against all claims whatsoever.

IN WITNESS WHEREOF, the Grantors had hereunto set their hands and seals this 12th day of December 1892

Harvey Fitch Seal

Ella P. Fitch Seal

Seal

Seal

160)5600(35
480
800
800

This Indenture Witnesseth: That Harvey Fitch and Etta P Fitch his wife

of Allen County, in the State of Indiana

in consideration of Fifty six hundred — DOLLARS,

the receipt whereof is hereby acknowledged, do GRANT, BARGAIN, SELL AND CONVEY to Matrias Fitch and his

Heirs and Assigns forever, the following REAL ESTATE in Allen County,

Satisfaction of Mortgage

This certifies that a certain Mortgage executed by Harvey Fitch and Etta P. Fitch, his wife to The Union Central Life Insurance Company, on the First day of December 1886, calling for $345.15 and recorded in Mortgage Record N. 51, page 285, 286, 287, Allen County, State of Indiana, has been fully paid and satisfied and the same is hereby released. Witness, The Union Central Life Insurance Company by R. S. Rust, its vice president and the ensealing hereof with its corporate seal, this 17th day of December, 1892.

R. S. Rust, Vice President
S. R. Clark

State of Ohio, Hamilton County, SS
Before me Louis Breiling a Notary Public in and for said County, this 17th day of December, 1892, personally came The Union Central Life Insurance Company by R. S. Rust, its Vice President acknowledged the execution of the annexed satisfaction of Mortgage. Witness my hand and Notarial Seal.

Louis Breiling, Notary Public in and for Hamilton Co., Oh

Received for Record, this 29th day of December, 1892, at 11 ¼ o'clock A.M. and recorded in Mortgage Record Book 51, page 235.....George Fickel, Recorder Allen County, Fee paid

State of Indiana, Allen County, ss:

Before me, Stephen A Thornton a Justice of the Peace in and for said County and State, personally came Harvey Fitch and Etta P. Fitch his wife grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 12th day of December A. D. 1892

Stephen A Thornton J.P.

State of Indiana, ... County, ss.

Before me .... a .... in and for said County and State, personally came .... grantor in the above conveyance, and acknowledged the same to be .... voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my .... seal this .... day of .... A. D. 189..

WARRANTY DEED.

Harvey Fitch & wife

—TO—

Mathias Fitch

Received for Record this 13th day of December 1892 at 11 1/2 o'clock A. M., and recorded in Book No 127 page 283

Geo W Fickie Recorder Allen County.

Duly entered for Taxation this 13 day of Dec 1892

A. F. Glutting Auditor Allen County.

SIEMON & BRO.,
STATIONERS,
FORT WAYNE, - - - IND.

Paid

Archer, Housh & Co., Printers, Fort Wayne, Ind.

Satisfaction of Mortgage

This certifies that a certain Mortgage executed by Harvey Fitch and Etta P. Fitch, his wife to The Union Central Life Insurance Company, on the First day of December 1886, calling for $345.15 and recorded in Mortgage Record N. 51, page 285, 286, 287, Allen County, State of Indiana, has been fully paid and satisfied and the same is hereby released. Witness, The Union Central Life Insurance Company by R. S. Rust, its vice president and the ensealing hereof with its corporate seal, this 17th day of December, 1892.

R. S. Rust, Vice President
S. R. Clark

State of Ohio, Hamilton County, SS
Before me Louis Breiling a Notary Public in and for said County, this 17th day of December, 1892, personally came The Union Central Life Insurance Company by R. S. Rust, its Vice President acknowledged the execution of the annexed satisfaction of Mortgage. Witness my hand and Notarial Seal.

Louis Breiling, Notary Public in and for Hamilton Co., Oh

Received for Record, this 29th day of December, 1892, at 11 ¼ o'clock A.M. and recorded in Mortgage Record Book 51, page 235.....George Fickel, Recorder Allen County, Fee paid

Form 1372. 2M-8-'92.

RELEASE OF MORTGAGE

The Union Central L Ins Co

TO

Harvey Fitch &
wife

Received for Record, this 29th
day of December 1892, at
11 1/4 o'clock, a M.,
and recorded in Mortgage Record Book
51 page 235
Geo W Fickel
Recorder Allen County.
Fee, [illegible]

Paid

M. B. BURFORD, PRINTER, INDIANAPOLIS.

SATISFACTION OF MORTGAGE.

THIS CERTIFIES, That a certain Mortgage executed by Harvey Fitch and Etta P. Fitch his wife to The Union Central Life Insurance Company on First day of December 1886 ~~189~~, calling for $ 3040.10, and recorded in Mortgage Record No. 51, page 285, 286, 287 Allen County, State of Indiana, has been fully paid and satisfied, and the same is hereby released.

The Union Central Life Insurance Company by R S Rust its V. President and the unsealing hereof unite its corporate seal WITNESS ~~hand and seal~~, this 17th day of December 1892

R. S. Rust Vice-Pres

J. R. Clark

RN.-

State of Ohio Hamilton **County, ss:**

BEFORE ME, Louis Breiling a Notary Public in and for said County, this 17th day of December 1892 personally came The Union Central Life Insurance Company by R. S. Rust its Vice President acknowledged the execution of the annexed satisfaction of mortgage.

WITNESS my hand and Notarial seal.

Louis Breiling

NOTARY PUBLIC
IN AND FOR
HAMILTON COUNTY, OHIO

Mary Catherine Kell to Mathias

This Indenture Witnesseth that Mary Catherine Kell (widow) Solomon Kell, and Emma Kell, his wife, George V. Kell and Alice Kell, his wife, Amelia E. Hatch and Theron V. Hatch, her husband, Mary M. Pulver and Frank Pulver, her husband, May Emrich and John Emrich, her husband, Emma Dunton and George Ellis Dunten, her husband, Frederick J. Kell and Bessie Kell, his wife, all over 21 years of age CONVEY AND WARRANT to MATTHIAS FITCH for the sum of Twenty four hundred ($2400) dollars the following Real Estate, in Allen County, in the State of Indiana, to wit:

The North West Quarter of the South West Quarter of Section Fifteen (15) Township Thirty two (32) North, Range Twelve (12) East, containing 40 acres more or less, subject to existing highways and the taxes for 1905. The Grantor, Mary Catherine Kell, being the widow and the Grantors, Solomon Kell, George V. Kell, Amelia E. Hatch, Mary M. Pulver, Emma Dunton, May Emrich, and Frederick J. Kell being the children and sole and only heirs at law, de________ and Legatees of Jacob Kell, who died seized of said real estate. In Witness Whereof, the Grantors have hereto set their hands and seals this 3rd day of February, 1905.

Mary Catharine Kell
Solomon Kell
Emma Kell
George V. Kell
Alice Kell
Frederick J. Kell
Bessie Kell

Amelia E. Hatch
Theron V. Hatch
Mary M. Pulver
Frank Pulver
May Emrich
John Emrich
Emma Dunton
George Ellis Dunton

State of Indiana, Allen County SS
Personally appeared before me, the subscriber, a Notary Public in and for said County, Mary Catharine Kell, widow, Solomon Kell and Emma Kell, his wife, George V. Kell and Alice Kell, his wife, Amelia E. Hatch and Theron V. Hatch, her husband, Mary M. Pulver and Frank Pulver, her husband, May Emrich and John Emrich, her husband, Emma Dunton and George Ellis Dunton, her husband, Frederick J. Kell and Bessie Kell, his wife, the Grantors in the above conveyance and acknowledged the same to be their voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and Notorial Seal this 3rd day of February, 1905, C. W. Kuhne. My commission expires Dec. 17, 1907.

Received for Record this 4th day of February 1905, at 11 ½ o'clock A.M. and recorded in Book No. 182, page 311, George L. Ashley, Recorder of Allen County. Duly entered for Taxation this 4th day of February, 1905, J. L. Smith, Auditor Allen County.

The Abstract Office, Kuhne and Company

Form 1372. 2M-8-'92.

RELEASE OF MORTGAGE

The Union Central L Ins Co

TO

Harvey Fitch +
wife

Received for Record, this 29th
day of December 1892, at
11 1/4 o'clock, A.M.,
and recorded in Mortgage Record Book
51 page 235
Geo W Fickel
Recorder Allen County.
Fee,

M. B. BURFORD, PRINTER, INDIANAPOLIS.

Paid

Mary Catherine Kell to Mathias

This Indenture Witnesseth that Mary Catherine Kell (widow) Solomon Kell, and Emma Kell, his wife, George V. Kell and Alice Kell, his wife, Amelia E. Hatch and Theron V. Hatch, her husband, Mary M. Pulver and Frank Pulver, her husband, May Emrich and John Emrich, her husband, Emma Dunton and George Ellis Dunten, her husband, Frederick J. Kell and Bessie Kell, his wife, all over 21 years of age CONVEY AND WARRANT to MATTHIAS FITCH for the sum of Twenty four hundred ($2400) dollars the following Real Estate, in Allen County, in the State of Indiana, to wit:

The North West Quarter of the South West Quarter of Section Fifteen (15) Township Thirty two (32) North, Range Twelve (12) East, containing 40 acres more or less, subject to existing highways and the taxes for 1905. The Grantor, Mary Catherine Kell, being the widow and the Grantors, Solomon Kell, George V. Kell, Amelia E. Hatch, Mary M. Pulver, Emma Dunton, May Emrich, and Frederick J. Kell being the children and sole and only heirs at law, de________ and Legatees of Jacob Kell, who died seized of said real estate. In Witness Whereof, the Grantors have hereto set their hands and seals this 3rd day of February, 1905.

Mary Catharine Kell
Solomon Kell
Emma Kell
George V. Kell
Alice Kell
Frederick J. Kell
Bessie Kell

Amelia E. Hatch
Theron V. Hatch
Mary M. Pulver
Frank Pulver
May Emrich
John Emrich
Emma Dunton
George Ellis Dunton

State of Indiana, Allen County SS
Personally appeared before me, the subscriber, a Notary Public in and for said County, Mary Catharine Kell, widow, Solomon Kell and Emma Kell, his wife, George V. Kell and Alice Kell, his wife, Amelia E. Hatch and Theron V. Hatch, her husband, Mary M. Pulver and Frank Pulver, her husband, May Emrich and John Emrich, her husband, Emma Dunton and George Ellis Dunton, her husband, Frederick J. Kell and Bessie Kell, his wife, the Grantors in the above conveyance and acknowledged the same to be their voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and Notorial Seal this 3rd day of February, 1905, C. W. Kuhne. My commission expires Dec. 17, 1907.

Received for Record this 4th day of February 1905, at 11 ½ o'clock A.M. and recorded in Book No. 182, page 311, George L. Ashley, Recorder of Allen County. Duly entered for Taxation this 4th day of February, 1905, J. L. Smith, Auditor Allen County.

The Abstract Office, Kuhne and Company

7

Warranty Deed

FROM

Mary Catharine Hell

TO

Mathias Fitch

RECEIVED FOR RECORD

This [redacted] day of Feb

1905, at 11½ o'clock a M., and recorded

in Book No. 182 Page No. 311

[redacted]

Recorder of Allen County.

Duly Entered for Taxation

This 4" day of Feby 1905

J. L. Smith

Auditor Allen County.

THE ABSTRACT OFFICE

KUHNE & CO.

723 Court Street, Opposite Court House

THE ARCHER PRINTING CO., FORT WAYNE

This Indenture *Witnesseth that* Mary Catharine Kell (widow) Solomon Kell, and Emma Kell his wife, George V. Kell and Alice Kell his wife; Amelia E. Hatch and Theron V. Hatch, her husband, Mary M. Pulver and Frank Pulver, her husband; May Emrich and John Emrich her husband, Emma Dunton and George Ellis Dunton her husband, Frederick J. Kell and Bessie Kell his wife, all over 21 years of age

CONVEY AND WARRANT

to Matthias Fitch

For the sum of Twenty four hundred ($2400.00/100) *DOLLARS, the following REAL ESTATE, in Allen County, in the State of Indiana, to-wit:*

The North West quarter of the South West quarter of Section Fifteen (15) Township Thirty two (32) North, Range Twelve (12) East, containing 40 acres more or less.

Subject to existing highways, and the taxes for 1905

The grantor Mary Catharine Kell being the widow and the grantors Solomon Kell, George V. Kell, Amelia E. Hatch, Mary M. Pulver, Emma Dunton, May Emrich, and Frederick J. Kell being the children, and sole and only heirs at law, devisees and legatees of Jacob Kell, who died seized of said real estate.

In Witness Whereof, *The Grantors have hereto set* their *hand and seal this* 3rd *day of* February 1905

~~ATTEST:~~

Mary Catharine Kell. Seal — Amelia E. Hatch [SEAL.]

Solomon Kell Seal — Theron V. Hatch [SEAL.]

Emma Kell Seal — Mary M. [illegible] [SEAL.]

George V. Kell Seal — Frank Pulver [SEAL.]

Alice Kell Seal — May Emrich [SEAL.]

Frederick J. Kell — John Emrich Seal

Bessie Kell Seal — Emma Dunton Seal

George Ellis Dunton Seal

State of Indiana, Allen County, ss:

Personally appeared before me, the subscriber, a Notary Public in and for said County, Mary Catharine Kell (widow) Solomon Kell and Emma Kell, his wife, George V. Kell and Alice Kell his wife, Amelia E. Hatch and Theron V. Hatch, her husband, Mary M. Pulver and Frank Pulver her husband; May Emrich and John Emrich her husband Emma Dunton and George Ellis Dunton, her husband Frederick J. Kell and Bessie Kell his wife *the Grantors in the above conveyance, and acknowledged the same to be* their *voluntary act and deed, for the uses and purposes therein mentioned.*

WITNESS my hand and Notarial *Seal this* 3rd *day of* February, 1905

C. W. Kuhne [SEAL.]
Notary Public.

My Commission expires Dec 17 1907

Section 16
Allen Co.

John Rundles to
Lucinda Dunton to
Rozella Dunton

Rundles to
Jerry Surfus to
Mathias Fitch

6 7 3

Warranty Deed

FROM

Mary Catharine Hell

TO

Matthias Fitch

RECEIVED FOR RECORD

This [illegible] *day of* Feb

1905 *, at* 11½ *o'clock* a *M., and recorded*

in Book No. 182 *Page No.* 311

[illegible]

Recorder of Allen *County.*

Duly Entered for Taxation

This 11th *day of* Feby *,* 1905

J. L. Smith

Auditor Allen County.

THE ABSTRACT OFFICE

KUHNE & CO.

723 Court Street, Opposite Court House

The Archer Printing Co., Fort Wayne

Section 16
Allen Co.

John Rundles to
Lucinda Dunton to
Rozella Dunton

Rundles to
Jerry Surfus to
Mathias Fitch

Gump Rd.

MAP OF PERRY TOWNSHIP

Cemetery - Nathaniel /Mathias

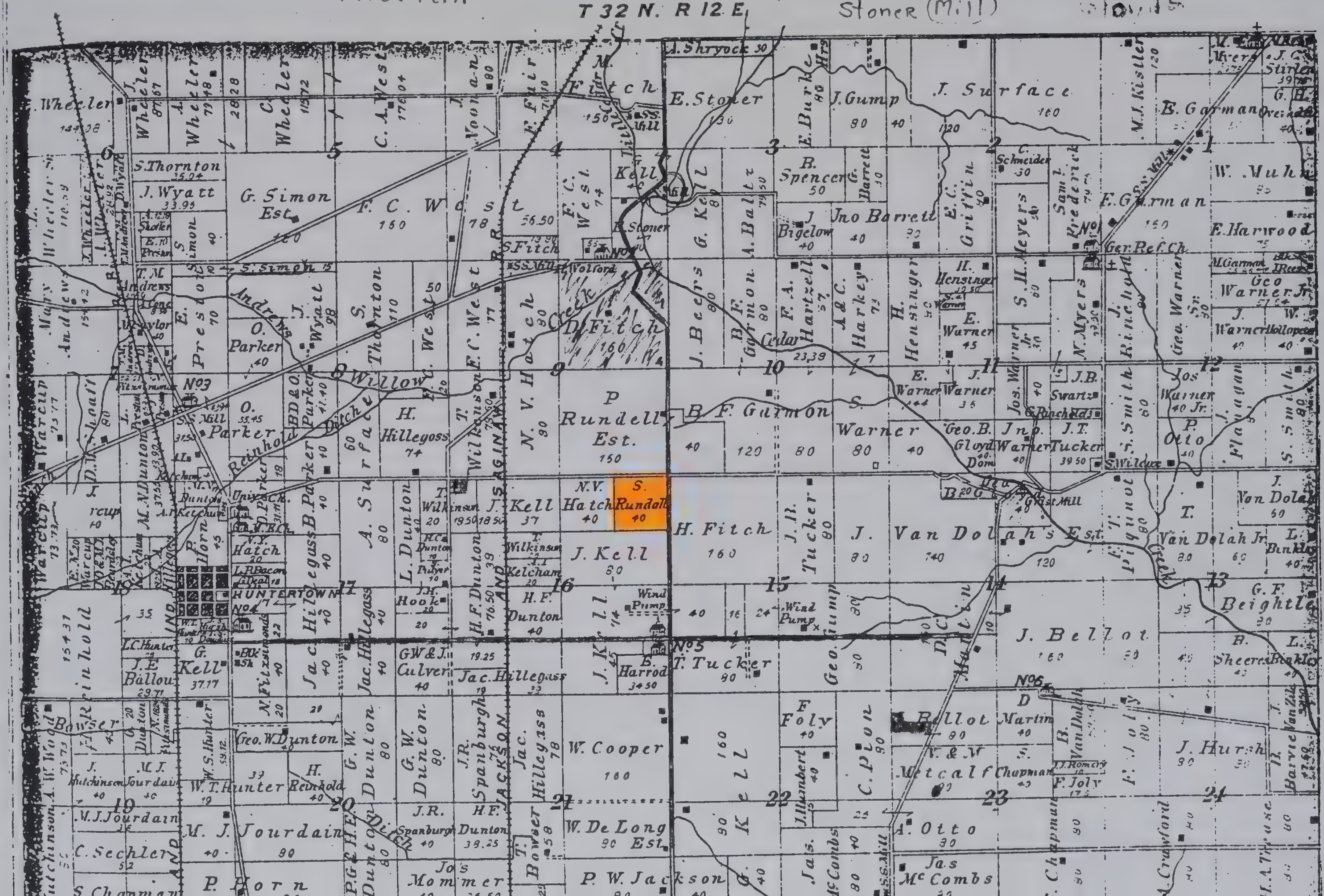
OLD Homestead

Vandolah Mill

- Fitch Mill

Stoner (Mill)

Clouds



John Rundles to Lucinda Dunton

This Indenture Witnesseth that John J. Rundles and Mary C. Rundles, his wife, of Allen County, in the State of Indiana, Mortgage and Warrant to Lucinda Dunton of Allen County, in the state of Indiana, the following real estate in Allen County, in State of Indiana, to wit:

The North East Quarter of the North East Quarter of Section Sixteen (16) Township No. Thirty two (32) North of Range No. 12 East containing Forty acres.

To secure the payment when they should become due, of their promissary notes of even date herewith payable to the order of Lucinda Dunton, to wit:

1 note due one year after date for $200
1 note due two years after date for $300
1 note due three years after date for $300
said notes bearing 7 % interest and attorney's fees

and the mortgagors expressly agree to pay the sum of money above secured, without relief from valuation or appraisement laws; and upon failure to pay any of said notes, or any part thereof, at maturity, or the interest or any part thereof, when due, or the taxes or insurance as hereafter stipulated, then all of said notes are to become due and collectable, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until all of said notes are paid, said mortgagors will keep all legal taxes and charges against said premises paid as the same become due, and will keep the building thereon insured for the benefit of the mortgagee as his interests may appear, and the policy duly assigned to mortgagee, to the amount of ____________ and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with eight per cent interest thereon, shall be a part of debt secured by this mortgage.

In Witness Whereof, the mortgagors have hereunto set their hands and seals this 3rd day of January, 1891.

John J. Rundles
Mary C. Rundles

State of Indiana, Allen County, SS
Personally appeared before, Harry F. Francis, Justice of the Peace in and for said County, this 3rd day of January, 1891, John J. Rundles and Mary C. Rundles, his wife and acknowledged the execution of the annexed mortgage. Witness my hand and official seal, Harry F. Francis, Justice of the Peace

Received for Record, the 14 day of April A.D. 1891, at 1 o'clock P. M. and recorded in Record No. 66, page 160-161, M. M. Thompson, Recorder Allen County, Recorder's fee $1.25

artown Ind

ORTGAGE.

ohn J. Rundles

-TO-

Lucinda Dunton

RECEIVED FOR RECORD

14 day of April

1891, at 1 o'clock P M., and

ed in Record No 66 page 160-1

M M Thompson

der Allen County.

der's Fee, $1.25

BRO., Booksellers and Stationers, Fort Wayne, Ind.

---

as its interests may appear, and the policy duly assigned to mortgagee, to the amount of .... and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with eight per cent. interest thereon, shall be a part of..........

This Indenture Witnesseth, That John J. Rundles and Mary C. Rundles his wife

of Allen County, in the State of Indiana

Mortgage and Warrant to Lucinda Dunton

of Allen County, in the State of Indiana

the following **Real Estate** in Allen County, in the State of Indiana, to-wit:

The North East Quarter of the North East Quarter of Section Sixteen (16) Township no thirty two (32) North of Range No 12 East containing forty acres

to secure the payment, when they shall become due, of three promissory notes of even date herewith payable to the order of Lucinda Dunton, towit;
1 note due one year after date for 200.00
1 note due two years after date for 300.00
1 note due three years after date for 300.00
said notes bearing 7% interest and attorneys fees

and the mortgagor expressly agree to pay the sum of money above secured, without relief from valuation or appraisement laws; and upon failure to pay any of said notes, or any part thereof, at maturity, or the interest or any part thereof, when due, or the taxes or insurance as hereafter stipulated, then all of said notes are to become due and collectable, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until all of said notes are paid, said mortgagor will keep all legal taxes and charges against said premises paid as the same become due, and will keep the building thereon insured for the benefit of the mortgagee, as his interests may appear, and the policy duly assigned to mortgagee, to the amount of .... and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with eight per cent. interest thereon, shall be a part of .... debt secured by this mortgage.

In Witness Whereof, the mortgagor have hereunto set their hands and seals, this 3rd day of January 1891

John J. Rundles [SEAL.]
Mary C. Rundles [SEAL.]
[SEAL.]
[SEAL.]

Dunten to Rundles

Release of Mortgage

I, Rozella Dunten, of Keury, Neury, Weury County, State of Missouri, do hereby certify that a certain Mortgage given by John J. Rundles to Lucinda Dunten and by her last will, bequeathed to me, is fully paid and satisfied, and the Recorder of Allen County, is hereby requested to enter such satisfaction upon record; said Mortgage is dated the third day of January 1891, calling for $800 and is recorded in Record of Mortgages in Allen County, State of Indiana, in Book Sixty-six, page 160-1. In Witness Whereof, I hereunto set my hand and seal, this 19th day of March, 1901.

Rozella Dunten

State of Missouri, Kaeury County, SS
Before me, Jacob R. Winters, a Notary Public in and for said County, this 19th day of March, 1901, came Rozella Dunten, and acknowledged the execution of the annexed Release to be his voluntary act and deed. Witness my hand and Official Seal, Jacob A. Winters, Notary Public, my commission expires September 21st, 1901

Received for Record, this 29th day of March A.D., 1904 at 12 o'clock and recorded in Mortgage Record No. 66, page 160.

C. M. Gillet, Recorder

Ind

MORTGAGE.

John J. Rundles

-TO-

Lucinda Dunton

RECEIVED FOR RECORD

The 14 day of April

A. D. 1891, at 1 o'clock P M., and

recorded in Record No 66 page 160-1

W M Thompson

Recorder Allen County.

Recorder's Fee, $1.25

Keil & Bro., Booksellers and Stationers, Fort Wayne, Ind.

State of Indiana, Allen County, SS:

Personally appeared before me, Harry R.R. France *a* Justice of the Peace *in and for said County, this* 3rd *day of* January 1891 John J. Rundles and Mary E. Rundles his wife

and acknowledged the execution of the annexed mortgage.

WITNESS my hand and official *Seal.*

Harry R.R. France J.P. [SEAL.]

Dunten to Rundles

Release of Mortgage

I, Rozella Dunten, of Keury, Neury, Weury County, State of Missouri, do hereby certify that a certain Mortgage given by John J. Rundles to Lucinda Dunten and by her last will, bequeathed to me, is fully paid and satisfied, and the Recorder of Allen County, is hereby requested to enter such satisfaction upon record; said Mortgage is dated the third day of January 1891, calling for $800 and is recorded in Record of Mortgages in Allen County, State of Indiana, in Book Sixty-six, page 160-1. In Witness Whereof, I hereunto set my hand and seal, this 19th day of March, 1901.

Rozella Dunten

State of Missouri, Kaeury County, SS
Before me, Jacob R. Winters, a Notary Public in and for said County, this 19th day of March, 1901, came Rozella Dunten, and acknowledged the execution of the annexed Release to be his voluntary act and deed. Witness my hand and Official Seal, Jacob A. Winters, Notary Public, my commission expires September 21st, 1901

Received for Record, this 29th day of March A.D., 1904 at 12 o'clock and recorded in Mortgage Record No. 66, page 160.

C. M. Gillet, Recorder

mail see envelope
4 mortgages & 2 deeds

RELEASE OF MORTGAGE.

Rozella Dunten

TO

John Rundles

Received for Record

This 29 day of March

A. D 1914 at 10'clock — m., and

recorded in Mortgage Record

No 66, Page 160

[illegible]
Recorder of

County.

Fee

STANDARD Press, LaGrange.

RELEASE OF MORTGAGE.

I, Rozella Dunten

of ~~Clinton~~, Henry County, State of Missouri

do hereby certify that a certain Mortgage given by John J. Rundlesto Lucinda Dunten

and by her last will, bequeathed to me

~~to me,~~ is fully paid and satisfied, and the Recorder of Allen County is hereby requested to enter such satisfaction upon record; said Mortgage is dated the third day of January 1891 x80, calling for $ $800.oo, and is recorded in Record of Mortgages in Allen County, State of Indiana, in Book Sixty-six, Page 160-1

IN WITNESS WHEREOF, I hereunto set my Hand and Seal, this 19th day of March, 1901

x Rozella Dunten [SEAL]

STATE OF ~~INDIANA~~ Missouri, ~~Clinton~~ Henry COUNTY, SS:

Before me, Jacob R. Wintere a Notary Public in and for said County, this 19th day of March 1901, 1 , came Rozella Dumten and acknowledged the execution of the annexed Release to be his voluntary act and deed.

Witness my Hand and Official Seal.

Jacob R. Wintere NOTARY PUBLIC.

My commission expires Sept 21st 1904

4 mortgages & 2 deeds

RELEASE OF MORTGAGE.

Rozella Dunten

TO

John Rundles

Received for Record

This 29 day of March

A. D. 1914 at 12 o'clock — m., and

recorded in Mortgage Record

No 66, Page 160

M. GILLET
Recorder of

County.

Fee

STANDARD Press, LaGrange.

Rundles to Surfus........

Allen Circuit Court Administrator's Deed
Morton T. McComb, administrator of the estate of John J. Rundles
to Jerry Surfus
Received for the record the 14th day of March 1901 at 9 ½ o'clock a.m. and recorded in Deed Record, 161, page 248, C.M. Gillett, Recorder for Allen Co.
Duly entered for taxation this 14th of March, 1901, William Meyer, Jr. Auditor
Probate Order Book 19, page 125

ADMINISTRATOR'S DEED............

Morton T. McComb, Administrator of the estate of JOHN J. RUNDLES, deceased, as such Administrator by order of the Allen Circuit Court of Allen County, in the State of Indiana, entered in Probate Order Book 19 of siad Court on page 125 Convey to Jerry Surfus for the sum of Twelve hundred dollars the following real estate in Allen County in the State of Indiana to-wit: The North East quarter (1/4) of the North East Quarter (1/4) of Section Sixteen (16) in Township Thirty-two (32) North, Range Twelve (12) East, containing Fourty (40) acres of land, more or less.............IN WITNESS WHEREOF, the said Morton T. McComb, Administrator as aforesaid has hereunto set his hand and seal this 9th day of March A>D. 1901.

Morton T. McComb..........seal
as such administrator

State of Indiana, Allen County, SS
Before me, Guy Colerick, a Notary Public, in and for said county, this 9th day of March A.D. 1901, Morton T. McComb Administrator aforesaid acknowledged the execution of the annexed deed.

Witness My name and notorail seal hereunto subscribed and affixed, the day and year last above written at the City of Fort Wayne.

Guy Colerick, Notary Public

Commission expires March 27, 1901

A. & E.

Allen Circuit Court.

Administrator's Deed.

Morton V. McComb

Administrator of the Estate of

John J. Rundles.

TO

Jerry Surfus.

Received for record the 14"

day of March, ~~189~~ 1901, *at* 9½ *o'clock.*

A. *M., and recorded in Deed Record,*

161 *page* 248

C. M. Gillett,

Recorder Allen County.

Duly entered for taxation the 14

of March 1901.

Wm Meyer Jr *Auditor.*

Probate Order Book 19

Page 125

JOURNAL CO., PRINTERS, FORT WAYNE.

Pd.

ADMINISTRATOR'S DEED.

— Marton J. McComb Administrator — of the estate of — John J. Rundles — deceased, as such Administrator by order of the Allen Circuit Court of Allen County, in the State of Indiana, entered in Probate Order Book 19 of said Court, on page 125 CONVEY to Jerry Surfus for the sum of — Twelve hundred — Dollars, the following REAL ESTATE, in Allen County, in the State of Indiana, to-wit: The North East quarter (1/4) of the North East quarter (1/4) of Section Sixteen (16) in Township Thirty = two (32) North, Range Twelve (12) East, containing Forty (40) acres of land, more or less —

In Witness Whereof, The said Marton J. McComb Administrator - as aforesaid, has hereunto set his hand - and seal - this 9th day of March A. D. ~~189~~ 1901

M. J. M
March
12, 1901

Morton J McComb [SEAL.]
As such administrator

[SEAL.]

State of Indiana, Allen County, ss:

Before me, Guy Colerick, a Notary Public ~~HENRY METZGER Clerk of the Allen Circuit Court~~, in and for said county, this 9th day of March A. D. ~~189~~ 1901 Marton J. McComb Administrator aforesaid acknowledged the execution of the annexed deed.

Witness My name and notarial ~~the~~ seal ~~of said Court~~ hereunto subscribed and affixed, the day and year last above written, at the City of Fort Wayne.

Guy Colerick
Notary Public ~~Clerk Allen Circuit Court~~

Commission expires Mch 27-1901

[illegible]

Rundles to Surfus

This Indenture Witnesseth, that Mary C. Rundles (widow) in consideration of One dollar to her paid by Jerry Surfus the receipt whereof is duly acknowledged, do grant, bargain, Sell, and Quit-claim to the said Jerry Surfus and his heirs and assigns forever, the following real estate in Allen County and State of Indiana and described as follows to wit:

All my right, title, claim and interest in and to the North East Quarter of the North East Quarter of Section Sixteen (16) in Township Thirty-two (32) North Range Twelve (12) East, containing Forty (40) acres, more or less.........(Being the interest which I acquired in the above described real estate as the widow of John J. Rundles) together with all the privileges and appurtenances to the same belonging; to have and to hold the same to the said Jerry Surfus, his heirs and assigns forever. In Witness Whereof, the Grantor has hereto set her hand and seal this 16 day of March A.D., 1901

Mary C. Rundles

State of Indiana, Allen County, Sct.:
Personally appeared before me, the subscriber, a Notary Public in and for said County, Mary C. Rundles (widow), the grantor in the above conveyance, and acknowledge the same to be her valumtary act and deed for the uses and purposes herein mentioned. Witness my hand and Notarial seal, this 16 day of March A.D. 1901, Allen J. Smith, J.P.

Received for record, this 29th day of March, 1904, 12 o'clock and recorded in Book No. 178, page 415. C. M. Gillett , Recorder

Duly entered for taxation, this 29th day of March A.D., 1904, J. L. Smith, Auditor of Allen County.

(Not sure about the year as one looks just like 1901, and the other certainly looks like 1904)

Allen Circuit Court.

Administrator's Deed.

Morton V. McComb

Administrator of the Estate of

John J. Rundles.

TO

Jerry Surfus.

Received for record the 14"

day of March, ~~189~~ 1901., *at* 9½ *o'clock.*

A. *M., and recorded in Deed Record,*

161 *page* 248

C. M. Gillett,

Recorder Allen County.

Duly entered for taxation the 14

of March 1901.

Wm Meyer Jr *Auditor.*

Probate Order Book 19

Page 175

JOURNAL CO., PRINTERS, FORT WAYNE.

Pd

Circuit Court
FILED
MAR 18 1901
Frank J. Be[illegible]

Rundles to Surfus

This Indenture Witnesseth, that Mary C. Rundles (widow) in consideration of One dollar to her paid by Jerry Surfus the receipt whereof is duly acknowledged, do grant, bargain, Sell, and Quit-claim to the said Jerry Surfus and his heirs and assigns forever, the following real estate in Allen County and State of Indiana and described as follows to wit:

All my right, title, claim and interest in and to the North East Quarter of the North East Quarter of Section Sixteen (16) in Township Thirty-two (32) North Range Twelve (12) East, containing Forty (40) acres, more or less.........(Being the interest which I acquired in the above described real estate as the widow of John J. Rundles) together with all the privileges and appurtenances to the same belonging; to have and to hold the same to the said Jerry Surfus, his heirs and assigns forever. In Witness Whereof, the Grantor has hereto set her hand and seal this 16 day of March A.D., 1901

Mary C. Rundles

State of Indiana, Allen County, Sct.:
Personally appeared before me, the subscriber, a Notary Public in and for said County, Mary C. Rundles (widow), the grantor in the above conveyance, and acknowledge the same to be her valumtary act and deed for the uses and purposes herein mentioned. Witness my hand and Notarial seal, this 16 day of March A.D. 1901, Allen J. Smith, J.P.

Received for record, this 29th day of March, 1904, 12 o'clock and recorded in Book No. 178, page 415. C. M. Gillett , Recorder

Duly entered for taxation, this 29th day of March A.D., 1904, J. L. Smith, Auditor of Allen County.

(Not sure about the year as one looks just like 1901, and the other certainly looks like 1904)

matias Stein
See envelope and other
Deed & Release

Quit Claim Deed.

FROM

Mary C. Rundles

TO

Jerry Surfus

DUTY ENTERED FOR TAXATION

his 29 day of March

. D., 18~~9~~ 1904

J L Smith

Auditor of Allen County.

RECEIVED FOR RECORD

This 29 day of Mch

[illegible] at 12 o'clock — M., and recorded in

ook No. 178, Page 415

C. M. GILLETT

Recorder for County.

PRINTED AND SOLD BY

SIEMON & BROTHER,
50 CALHOUN STREET,
FORT WAYNE, IND.

Mathias Fitch
See envelope and other
Deed & Release

Quit Claim Deed.

FROM

Mary C. Rundles

TO

Jerry Surfus

DULY ENTERED FOR TAXATION

This 29 day of March

A. D., ~~180~~ 1904.

J. L. Smith

Auditor of Allen County.

RECEIVED FOR RECORD

This 29 day of Mch

1904 at 12 o'clock M., and recorded in

Book No. 178, Page 415

Recorder for C. M. GILLETT County.

Recorder Allen County

PRINTED AND SOLD BY

SIEMON & BROTHER,
50 CALHOUN STREET,
FORT WAYNE, IND.

STATE OF INDIANA, Allen **COUNTY, Sct.:**

Personally appeared before me, the subscriber, a Notary Public *in and for said County,*

Mary C. Rundles (widow)

the grantor in the above conveyance, and acknowledge the same to be her *voluntary act and deed for the uses and purposes herein mentioned.*

WITNESS my hand and natarial *seal,*

this day of March 16 *A. D.* ~~189~~ 1901

Allen J. Smith N.P. [SEAL.]

Notary Public

Jerry Surfus to Mathias

This Indenture Witnesseth, that JERRY SURFUS and LYDA M. SURFUS, his wife, of Perry Township, Allen County in the State of Indiana convey and Warrant to Matthias Fitch and Mathias Fitch are both one and the same person, of Allen County, in the State of Indiana for the sum of Fifteen Hundred Dollars ($1500) the following real estate in Perry Township, Allen County, in the State of Indiana, to-wit: The North East quarter (1/4) of the North East quarter (1/4) of Section Sixteen (16) in Township Thirty-two (32) North Range Twelve (12) East, containing Forty (40) acres of land more or less.

In Witness Whereof, the said Jerry Surfus and Lyda M. Surfus, his wife, hereunto set their hands and seals this 23rd day of March 1904.

Jerry Surfus
Lyda M. Surfus

State of Indiana
Allen County SS

Before me, the undersigned, a Justice of the Peace in and for said County and State, this 23rd day of March, 1904

Willis Ketchum, Justice of the Peace

Received for the Record this 29 day of March, 1904 at 12 o'clock and recorded in record 178, page 415, C.M. Gillet, Recorder for Allen County, Duly entered for taxation, March 1904, J. L. Smith, Auditor.

QUIT CLAIM DEED—Printed and sold by SIEMON & BROTHER, Fort Wayne, Ind.

This Indenture Witnesseth, *That* — Mary C. Rundles (widow)

in consideration of — One — *Dollars,*

to her *paid by* — Jerry Surfus —

the receipt whereof is duly acknowledged, do **Grant, Bargain, Sell and Quit-Claim** *to the said* — Jerry Surfus —

— and his *heirs and assigns forever, the following* **Real Estate** *in* — Allen — *County and State of* Indiana, *and described as follows, towit:* All my right, title, claim and interest in and to the North East quarter (1/4) of the North East quarter (1/4) of Section Sixteen (16) in Township Thirty two (32) north Range Twelve (12) East, containing Forty (40) acres, more or less —

(Being the interest which I acquired in the above described real estate as the widow of John J. Rundles.) —

together with all the privileges and appurtenances to the same belonging;

To Have and to Hold *the same to the said* — Jerry Surfus — his *heirs and assigns forever.*

In Witness Whereof, *The Grantor- has hereto set* her *hand- and seal- this* ______ *day of* March 16 *A. D.* ~~189~~ 1901

______ [SEAL.]

Mary C. Rundles [SEAL.]

______ [SEAL.]

______ [SEAL.]

Jerry Surfus to Mathias

This Indenture Witnesseth, that JERRY SURFUS and LYDA M. SURFUS, his wife, of Perry Township, Allen County in the State of Indiana convey and Warrant to Matthias Fitch and Mathias Fitch are both one and the same person, of Allen County, in the State of Indiana for the sum of Fifteen Hundred Dollars ($1500) the following real estate in Perry Township, Allen County, in the State of Indiana, to-wit: The North East quarter (1/4) of the North East quarter (1/4) of Section Sixteen (16) in Township Thirty-two (32) North Range Twelve (12) East, containing Forty (40) acres of land more or less.

In Witness Whereof, the said Jerry Surfus and Lyda M. Surfus, his wife, hereunto set their hands and seals this 23rd day of March 1904.

Jerry Surfus
Lyda M. Surfus

State of Indiana
Allen County SS

Before me, the undersigned, a Justice of the Peace in and for said County and State, this 23rd day of March, 1904

Willis Ketchum, Justice of the Peace

Received for the Record this 29 day of March, 1904 at 12 o'clock and recorded in record 178, page 415, C.M. Gillet, Recorder for Allen County, Duly entered for taxation, March 1904, J. L. Smith, Auditor.

[illegible]
see Deed & Receipt
& [illegible]

WARRANTY DEED.

FROM

....

....

TO

....

....

RECEIVED FOR RECORD

This 29 *day*

of March *1904*

at 12 *o'clock* — *M, and*

Recorded in record 178

Page 415

.... *Recorder*

for [illegible] *County.*

Recorder's Fees, - - - $

DULY ENTERED FOR TAXATION

Mar 29 1904

J. F. Smith *Auditor.*

Transfer Fees, - - - $

BAKER & THORNTON,
STATIONERS, PRINTERS AND BINDERS
Indianapolis, Ind.

STATE OF INDIANA,
allen COUNTY, } SS:

Before me, the undersigned, a Justice of the Peace in and for said County and State, this twenty third day of March 1904 personally appeared Perry Sulzer Sr
Lyda M. Sulzer his Wife

and acknowledged the execution of the within and annexed DEED to be Their voluntary act and deed.

WITNESS my hand and Official Seal, this 23 day of March 1904

Willis Ketchum J.P. (SEAL.)

---

see deed & Release
& envelope

WARRANTY DEED.

FROM

TO

RECEIVED FOR RECORD

This 29 day
of March 1904
at 12 o'clock — M, and
Recorded in record 178
Page 415
C. M. DILLE Recorder
for Recorder Allen County County.

Recorder's Fees, - - - $

DULY ENTERED FOR TAXATION

Mar 29 1904
J. L. Smith Auditor.

Transfer Fees, - - - $

BAKER & THORNTON,
STATIONERS, PRINTERS AND BINDERS
Indianapolis, Ind.

Section 33
DeKalb Co.

Charles Fair to
Joseph Shryock to
Michael Noyes

Hoisington to Noyes

Schuyler to
Mathias

WARRANTY DEED. FORM 56—7M-3-'01. Baker & Thornton, Printers, Indianapolis.

This Indenture Witnesseth, That Jerry Surfus and
Lyda M. Surfus his Wife

of Perry Tp. Allen County, in the State of Indiana
CONVEY AND WARRANT to Matthias Fitch
and Mathias Fitch are both one and the same person
of Allen County, in the State of Indiana
for the sum of Fifteen Hundred Dollars $1500 DOLLARS
the following REAL ESTATE, in Perry Tp. Allen County, in the State of Indiana, to-wit:

The North East quarter [1/4] of the North East quarter [1/4] of Section Sixteen [16] in Township Thirty two [32] North Range Twelve [12] East, Containing Forty [40] Acres of land more or less.

IN WITNESS WHEREOF, The said Jerry Surfus &
Lyda M. Surfus his Wife
has hereunto set their hands and seals this Twenty Third [23] day
of March 1904

Jerry Surfus (SEAL.)
Lydia M. Surfus (SEAL.)
(SEAL.)
(SEAL.)

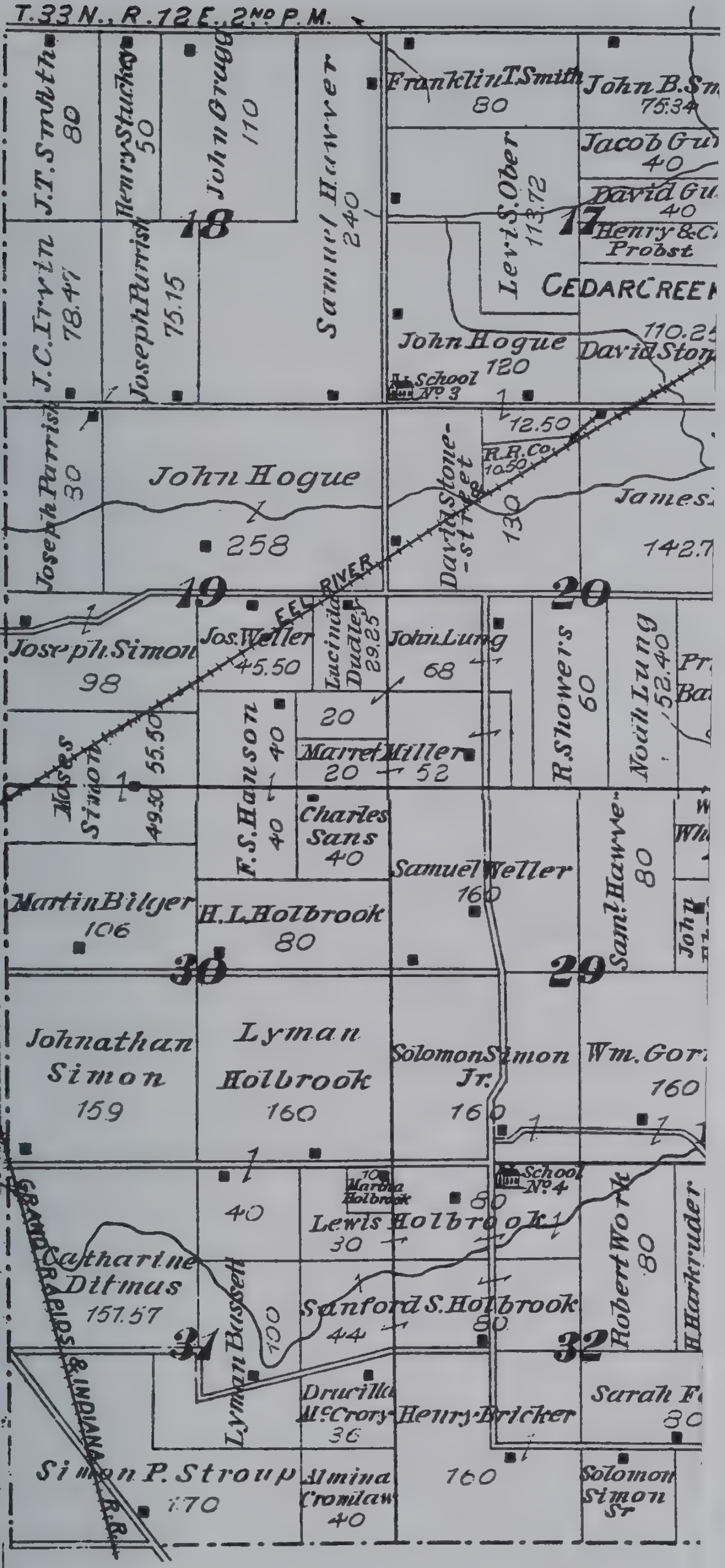
Section 33
DeKalb Co.

Charles Fair to
Joseph Shryock to
Michael Noyes

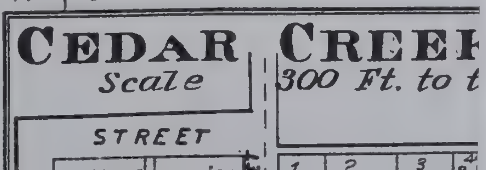
Hoisington to Noyes

Schuyler to
Mathias

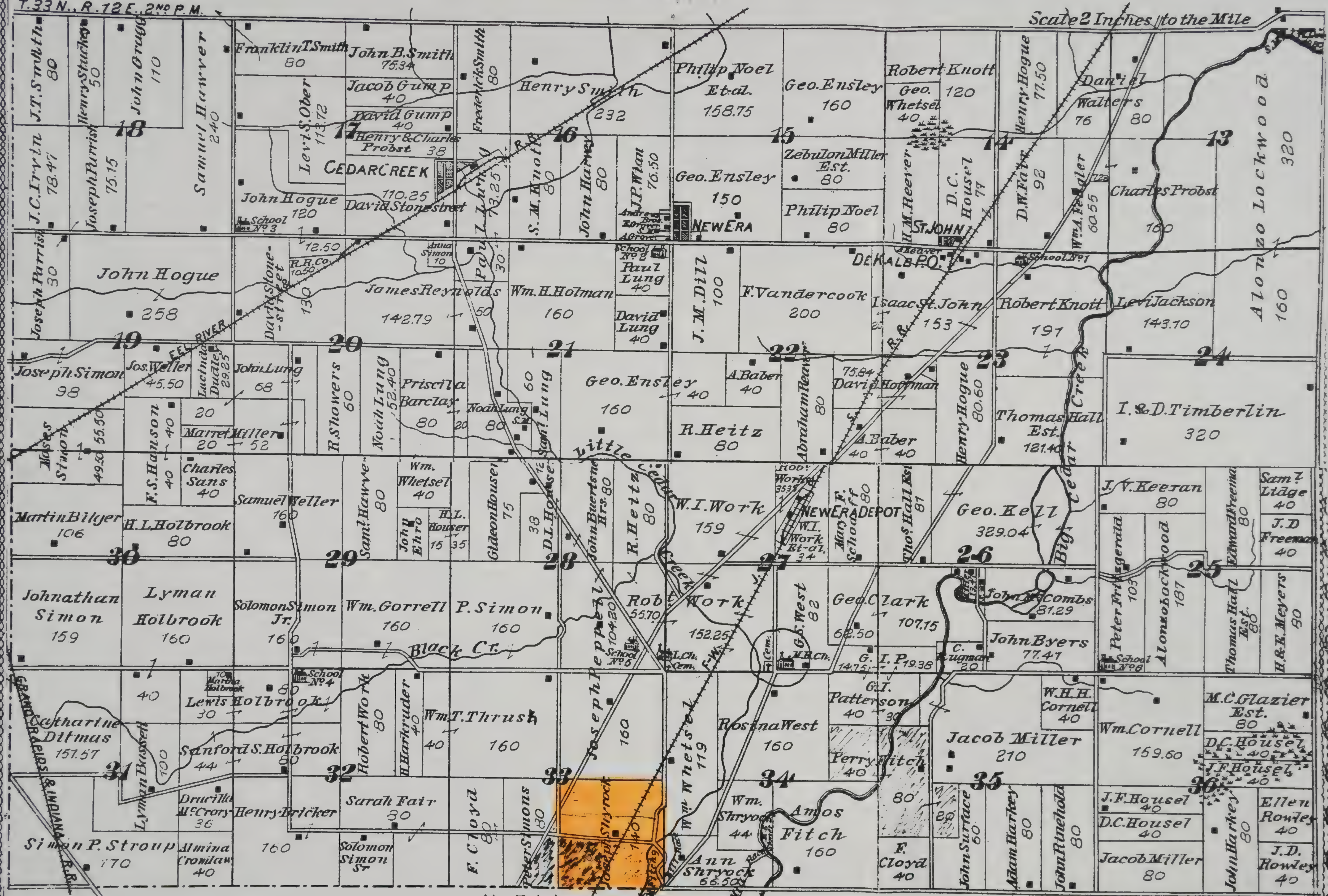
DeKalb



WARREN went to school #5
Called 5 points
And at Hogue School #3



DeKalb Co.



Otis Fitch

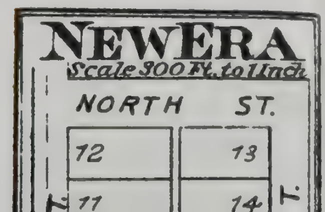
Peter Fair

Perry Fitch

Many Fitch's
DeLong's
Fairs

buried at
Cedar Chapel
Road 68

Warren went to school #5
Called 5 points
And at Hogue School #3



This indenture made the 5th day of August, 1856, between George R. Huffman, Administrator de bonis non, in the estate of Henry Fair, deceased, and Nathaniel Fitch, all of the County of DeKalb and the State of Indiana

WITNESSETH

Whereas, on the 29th day of April 1854, John P. Minit as Administrator on the Estate of Henry Fair, deceased, filed in the office of the Clerk of the Court of Common Pleas of said county his petition, made in due form of law, praying said court to grant him power to sell at private sale, certain real estate therein and herein described for the purpose of paying the debts of the decedant, his personal property being insufficient to pay the same, and on the 10th day of May, 1854, said Minit as Administrator so aforesaid took and filed an inventory and appraisement of the same, upon the respective oaths of George Ensley and George R. Huffman, two freeholders of said county.

And thereafter, to wit, at the August Term 1854 of said Court on the second day thereof and 8th day of said month, at the Court House in said County, the Court upon the reading of the petition, the making and filing of the proper proof of publication so required by law in the "Democratic Messenger" a newspaper printed and published in said County and the posting up of notice as required by law, and proofs of the minority of Gabriel Fair, Mary E. Fair, Christiana N. Fair, George H. Fair, and Sarah E. Fair, heirs at law of the said Henry Fair, deceased, and their default to said petition as well as also Elizabeth Fair, the widow of said Fair, deceased, appointed E. B. __________ a guardian __________ who made and filed his answer to said petition, granted the prayer of said petitioner as to the sale of real estate in said petition mentioned, there specifically discussed.

And thereafter, to wit, at the January Term 1855, of said Court on the day of said court and day of said month, held at the Court House in said county, at the in-__________ of said Administrator granted the further prayer of said petitioners so that he be enabled to sell at private sale, the premises therein, and herein, as follows, to wit: One (1) acre of land in the South West corner of the South West quarter of Section 34 appraised at Ten (10) dollars and Five (5) acres of land off the East Side of South East quarter of Section 33, Township 33 North of Range 12 East in the County of DeKalb and State of Indiana appraised at Fifty (50) dollars, Also North East fourth and 49 acres in South East part of North East Quarter of Section 4 Township 32, North of Range 12, East in the County of Allen and State of Indiana appraised at $1,500 for any sum not ______ than the appraised value thereof after first giving notice for three weeks in the "Democratic Messenger" a weekly newspaper published in said DeKalb County, and "Fort Wayne Times" a weekly newspaper published in said Allen County, and also notices having been posted up in three places in each of the townships in which the land is situated, subject to the life estate of Elizabeth Fair of 36 acres, the part of the last described premises.

And thereafter, to wit: On the 13th day of May, 1856, George R. Huffman, Administrator de bonis non, on said Estate of Henry Fair, deceased, filed in the Office of the Clerk of the Court of Common Pleas of said County, his report of the sale of the premises aforesaid together with the proofs of the notice as having been given according to law, and the order of said Court, to Nathaniel Fitch, for the sum of One Thousand and Six hundred ($1,600) dollars, cash in hand, it being the highest and best price that could be obtained for the same, the same as being done on the 12th day of May 1856.

And thereafter on the 5th day of August, 1856, at the August Term of said Court on the second day thereof, the Court approves and confirms said sale and orders said Administrator to make, execute, and report the same into Court a proper deed of Conveyance, all of which will more fully and lawfully appear from the records of said Court to which reference is had.

Now Therefore, Know Ye, that I, George R. Huffman as Administrator on the Estate of Henry Fair, deceased, by virtue of the authority vested in me by the statute in such cases made and provided and by the order of the Court aforesaid for the better securing of a title to the said Nathaniel Fitch of the premises herein and in consideration of the __________ sum of One Thousand and six Hundred dollars to me in hand, paid as aforesaid, have bargained and sold, and do by these presents bargain, sell, and convey unto the said Nathaniel Fitch, his heirs, and assigns forever, the following described premises to wit: 1 Acre of land in the South West corner of the South West quarter of Section 34, 5 Acres of land off the East side of the South East quarter of Section 33 Township 33 North of Range 12 East in the County of DeKalb and State of Indiana. Also North East fourth and 49 acres in the South East part of North East quarter of Section 4 Township 32 North of Range 12 East. Excepting a life estate of 36 acres in South East part of the last described premises belonging to Elizabeth Fair, widow of said Henry Fair, deceased.

To have and to hold by him, the said Nathaniel Fitch, his heirs and assigns forever in as full and ample a manner as if the same were conveyed to said Fitch by the said Henry Fair, deceased, in his life time against the claims of all persons (except as aforesaid) who may claim under or through him.

In testimony whereof the said George R. Huffman as Administrator, de bonis non on the Estate of Henry Fair, deceased, have hereunto set his hand and seal, the day and year first aforesaid.

Signed G. R. Huffman
Administrator of Estate of Henry Fair, Deceased

Charles Fair to Joseph Shryock

Deed, Received for Record this 12 day of July 1856 at 7 o'clock a.m. and recorded in Record I (or J) Page 407, W. Griswold, Recorder, DeKalb County. Filed in Open Court April 10, 1856, S. W. Sprott, Clerk. Entered for taxation this 12 day of July, 1856, Mr. Pierce

This indenture made this ninth day of April AD 1856 between Charles Fair, Administrator with the will annexed of the estate of Peter Fair, deceased, of the one part and Joseph Shryock of the County of Allen and State of Indiana of the other part witnesseth that where as Charles Fair, Administrator, as aforesaid filed in the Court of Common Pleas of DeKalb County, Indiana, on the 7th of October AD 1854 his petition setting forth that said decedent at the time of his death was seized in fee simple of the South East Quarter of Section 33 in Township 33 North of Range 12 East in DeKalb County, Indiana, and that by the will of said decedent said land was to be sold and the proceeds with the proceeds of his personal estate should be divided among his children. And at the time of executing said will the decedent had the following named children living: Mary Harkrider, Sarah Ensey, Abraham Fair, Elizabeth Long (or Song or Lung or Lang), Charles Fair, Louisa Simons, Hannah Garrison, Peter Fair, John Fair, Jacob Fair, Andrew Fair, Samuel Fair, Catharine Fair, Merchant Fair, Henry Fair, and Sophia Surface and that said Henry Fair and Sophia Surface are since deceased leaving the following named children, Gabriel Fair, Mary Fair, Christian Fair, George Fair and Sarah Elizabeth Fair, children of Henry Fair, Emanuel Surface, Peter Surface, Charles Surface, Nathaniel Surface, Abraham Surface, Colphinias Surface, Elizabeth Surface and Isaac Surface, all of whome were ________ defendents to said petition and Lucinda Miller, a daughter of Rebecca Miller, a daughter of said Peter Fair, deceased before the execution of said will. And afterwards at the January Term of said Court held at Auburn in said county on the third day of January AD 1855 said court being satisfied that said administrator had given the notice required by the statutes ordered and directed him to sell said premises at private sale and afterwards at the August Term of said Court, the Administrator reported to said court that he had been unable to sell said premises at private sale and asking said court to make an order directing him to sell said premises at public sale which was granted and the Administrator was directed to sell at public sale after giving the notice required by the Statute. And afterwards at the April Term of said Court, held at Auburn aforesaid on the seventh day of April 1846 the said Administrator reported to said Court that he did on 15 day of February AD 1856 sell said premises to one Joseph Shryock for the sum of Two Thousand Two Hundred and Fifty Dollars; Eleven hundred Dollars cash, Five Hundred and Fifty dollars in twelve months and Six Hundred Dollars on eighteen months which report was approved by the Court and said sale confirmed and the said Administrator ordered to execute and deliver to said purchaser a good and sufficient deed of conveyance of the premises aforesaid and to take from said purchaser a mortgage on said premises to secure the balance of said purchase money all of which proceedings will the more fully appear from the records of said reference hereto being had.

Now, therefore, to confirm to the said Joseph Shryock the purchaser aforesaid, and by order of the said Court, the said Charles Fair, Administrator, as aforesaid and on consideration of the said sum of Two Thousand Two Hundred Dollars aforesaid hath

granted, bargained, sold, and conveyed and confirmed and by this present do grant, bargain, sell, convey, and confirm unto the said Joseph Shryock, his heirs and assigns forever the premises aforesaid to wit: The South East Quarter of Section Thirty-three (33) in Township Thirty-three, Range Twelve East with all the rights privilages and appurtenances thereunto belonging and all the right title interest and claim of the said Peter Fair at the time of his death in and to the same to have and to hold the said premises with the appurtenances to the sole and proper use and benefit of the said Joseph Shryock, his heirs and assigns forever.

In testimony whereof the said Charles Fair has hereunto set his hand and seal the day and year first above written.

Charles Fair Seal

State of Indiana
DeKalb County

Before me Egbert B. Mott, a Notary Public in and for said Charles Fair, acknowledge the execution of this foregoing deed. Witness my hand and Notarial Seal this 9th day of April AD, 1856

Egbert B. Mott
Notary Public

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Deed
Charles Fair
To
Joseph Shryock

Received for Record this 12 day of July 1856 at 9 O clock A M. and recorded in Record I. page 407
W. Grimwold
Recorder DeKalb Co.

Filed in open Court April 10: 1856. S. W. Sprott, Clerk

Entered for taxation this 12 day of July 1856 M. H. Pierce
Fees 12 Pd ADC

Recording Pd. 1,00

the administrator reported to said court that he had been unable to sell said premises at private sale and asking said court to make an order directing him to sell said premises at public sale which was granted and the administrator was directed to sell at public sale after giving the notice required by the Statute

And afterwards at the April Term of said court held at Auburn aforesaid on the seventh day of April 1856 the said administrator reported to said court that he did on 15 day of February AD1856 sell said premises to one Joseph Shryock for the sum of two thousand two hundred and fifty dollars; eleven hundred dollars cash five hundred and fifty dollars in twelve months and six hundred dollars in eighteen months which report was approved by the court and said sale confirmed and the said administrator ordered to execute and deliver to said purchaser a good and sufficient deed of conveyance of the premises aforesaid and to take from said purchaser a mortgage on said premises to secure the balance of said purchase money all of which proceedings will the more fully appear from the records of said reference thereto being had

Now therefore to confirm to the said Joseph Shryock the purchaser aforesaid and by order of the said court the said Charles Fair administrator as aforesaid and in consideration of the said sum of two thousand two hundred dollars aforesaid hath granted bargained sold conveyed and confirmed and by this present do grant bargain sell convey and confirm unto the said Joseph Shryock his heirs and assigns forever the premises aforesaid to wit the South East quarter of Section thirty three (33) in Township thirty three Range twelve East with all the rights privileges and appurtenances thereunto belonging and all the right title interest and claim of the said Peter Fair at the time of his death in and to the same

To have and to hold the said premises with the appurtenances to the sole and proper use and benefit of the said Joseph Shryock his heirs and assigns forever

In testimony whereof the said Charles Fair has hereunto set his hand and seal the day and year first above written

Charles Fair

State of Indiana }
Dekalb County }

Before me Egbert B Mott a Notary Public in and for said Charles Fair acknowledge the execution of the foregoing deed

Witness my hand and Notarial seal this 9th day of April AD1856

Egbert B Mott
Notary Public

Joseph Shryock to Michael Noyes.........

THIS INDENTURE WITNESSETH that JOSEPH SHRYOCK and ANN E. SHRYOCK, his wife, of DeKalb County in the State of Indiana, Morgage and Warrant to MICHAEL J. NOYES of Washington County in the State of Michigan. The following Real Estate in DeKalb County in the State of Indiana to-wit:: The North East Quarter of Section Thirty-three (33) North of Range Twelve East (12) except eleven and 9/100 acres (11 9/100) deeded to Henry Fair by Peter Fair, also Six (6) acres Deeded by Joseph Shryock to the Fort Wayne, Jackson and Saginaw Rail Road the same is estimated to contain One Hundred and forty (140) acres.

To secure the payment of the following described Notes to-wit: Three Promissory Notes, of even date (?) herewith , one calling for One Thousand Dollars and due in three years, one for One Thousand Dollars and due in four years, one for Two Thousand Dollars and due in five years drawing 10 percent interest payable annually on demand. Signed by Joseph Shryock and Wade Scott Shoaff and payable to Michel J. Noyes containing this provision that when Fifteen Hundred Dollars shall have been paid, Wade Scott Shoaff shall be released from all further liability as surety on the above described notes and it is further provided that the mortgagors may pay the above described notes may pay the above described notes in sums of Five Hundred Dollars or pay them in full on sixty days notice after one year from date.

And the mortgages mortgagors expressily agree to pay the sum of money above secured without any relief from valuation or appraisment laws.

In Witness Whereof the Mortgagors has herewith set their hands and seals this Thirtieth (30) day of November a.D. 1878

Joseph Shryock Seal
Ann E. Shryock Seal

State of Indiana
Allen County SS

Personally appeared before me the undersigned a Notary Public, Joseph Shryock and Ann E. Shryock, his wife, and acknowledged the execution of the above Mortgage for the use and purpose therein mentioned. Witness my hand and seal this Third day of December 1878..............................A. H. Casie, Notary Public

This indenture made this ninth day of April AD 1856 between Charles Fair administrator with the will annexed of the estate of Peter Fair deceased of the one part and Joseph Shryock of the County of Allen and state of Indiana of the other part witnesseth That whereas Charles Fair administrator as aforesaid filed in the court of of common pleas of Dekalb county Indiana on the 7th of October AD 1854 his petition setting forth that said decedent at the time of his death was seized in fee simple of the south east quarter of section 33 in Township 33 North of range 12 East in Dekalb County Indiana and that by the will of said decedent said land was to be sold and the proceeds with the proceeds of his personal estate should be divided among his children And at the time of executing said will the decedent had the following named children living Mary Harkrider Sarah Ensey Abraham Fair Elizabeth Long Charles Fair Louisa Simons Hannah Garrison Peter Fair John Fair Jacob Fair Andrew Fair Samuel Fair Catharine Fair Michael Fair Henry Fair and Sophia Surface and that said Henry Fair and Sophia Surface are since deceased leaving the following named children Gabriel Fair Mary Fair Christian Fair George Fair and Sarah Elizabeth Fair children of Henry Fair Emanuel Surface Peter Surface Charles surface Nathaniel Surface Abraham Surface Calphurnius Surface Elizabeth Surface and Isaac Surface all of whom were party defendants to said petition and Lucinda Willer a daughter of Rebecca Willer a daughter of said Peter Fair deceased before the execution of said will And afterwards at the January Term of said court held at Auburn in said county on the third day of January AD 1855 said court being satisfied that said administrator had given the notice required by the statute ordered and directed him to sell said premises at private sale and afterwards at the August Term of said court

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366

Deed
Charles Fair
To
Joseph Shryock

Received for Record this 12 day of July 1856 at 9 O Clock A M. and recorded in Record I. page 407
W. [illegible]
Recorder D. Kalb co.

Filed in open Court April 10: 1856.
S. W. Sprott. Clerk

Entered for taxation this 12 day of July 1856 M. H. Pierce
fees 12 [illegible] A D C

Joseph Shryock to Michael Noyes.........

THIS INDENTURE WITNESSETH that JOSEPH SHRYOCK and ANN E. SHRYOCK, his wife, of DeKalb County in the State of Indiana, Morgage and Warrant to MICHAEL J. NOYES of Washington County in the State of Michigan. The following Real Estate in DeKalb County in the State of Indiana to-wit:: The North East Quarter of Section Thirty-three (33) North of Range Twelve East (12) except eleven and 9/100 acres (11 9/100) deeded to Henry Fair by Peter Fair, also Six (6) acres Deeded by Joseph Shryock to the Fort Wayne, Jackson and Saginaw Rail Road the same is estimated to contain One Hundred and forty (140) acres.

To secure the payment of the following described Notes to-wit: Three Promissory Notes, of even date (?) herewith , one calling for One Thousand Dollars and due in three years, one for One Thousand Dollars and due in four years, one for Two Thousand Dollars and due in five years drawing 10 percent interest payable annually on demand. Signed by Joseph Shryock and Wade Scott Shoaff and payable to Michel J. Noyes containing this provision that when Fifteen Hundred Dollars shall have been paid, Wade Scott Shoaff shall be released from all further liability as surety on the above described notes and it is further provided that the mortgagors may pay the above described notes may pay the above described notes in sums of Five Hundred Dollars or pay them in full on sixty days notice after one year from date.

And the mortgages mortgagors expressily agree to pay the sum of money above secured without any relief from valuation or appraisment laws.

In Witness Whereof the Mortgagors has herewith set their hands and seals this Thirtieth (30) day of November a.D. 1878

Joseph Shryock Seal
Ann E. Shryock Seal

State of Indiana
Allen County SS

Personally appeared before me the undersigned a Notary Public, Joseph Shryock and Ann E. Shryock, his wife, and acknowledged the execution of the above Mortgage for the use and purpose therein mentioned. Witness my hand and seal this Third day of December 1878..............................A. H. Casie, Notary Public

This Indenture witnesseth that Joseph Shryock and Ann E. Shryock his wife of DeKalb County in the State of Indiana.

Mortgage and warrant to Michael J. Noyes, of Washtenaw County, in the State of Michigan.

The following real estate in DeKalb County in the State of Indiana to wit: The South East Quarter of Section thirty three (33) in Township thirty three (33) North of Range Twelve East (12) Except Eleven and $\frac{2}{100}$ acres (11$\frac{2}{100}$) deeded to Henry Fair by Peter Fair, also Six acres Deeded by Joseph Shryock to the Fortwayne Jackson and Saginaw Rail Road the Same is estimated to contain one hundred and forty acres (140)

To secure the payment of the following described Notes, to wit: Three Promissory Notes, of even date herewith one calling for One thousand dollars and due in three years One for One thousand dollars and due in Four years One for two thousand dollars and due in five years, drawing ten per ct interest, payable annualy on demand, Signed by Joseph Shryock and Wade Scott Stouffe and payable to Michael J. Noyes containing this provision that when fifteen hundred dollars shall have been paid Wade Scott Stouffe shall be released from all further liability as Security on the above described notes, and it is further provided that the mortgagors may pay the above described notes in Sums of Five hundred dollars, or pay them in full on Sixty days notice after one year from date.

And the mortgagors expressly

agree to pay the sum of money above secured without any relief from valuation or appraisement laws.

In Witness Whereof The Mortgagors has hereunto set their hands and Seals this Thirtieth day of November A. D. 1878.

Joseph Shryock (Seal)
Ann E Shryock (Seal)

State of Indiana } ss.
Allen County }

Personally appeared before me the undersigned a Notary Public, Joseph Shryock and Ann E. Shryock his and acknowledged the execution of the above Mortgage for the use and purposes therein mention

Witness my hand and seal this Third day of December, 1878.

A. H. Case,
Notary Public

Joseph Shryock
To
[illegible]
[illegible]

Received for Record the 4th day of December 1878 at 11 a.m. and Recorded in Mortgage Record No 14 page 116

W.W. Boland
Recorder

Paid $1.25

Hoisington to Noyes

Mortgage, H. H. HOISINGTON and MALINDA HOISINGTON to MICHAEL J. NOYES
Received for Record the 27th day of May A.D. 1881 at 1 ½ o'clock p.m. and recorded in Record No. 16, page 385...........M. Boland, Recorder, DeKalb County.......paid $1.25

This Indenture Witnesseth that H. H. HOISINGTON and MALINDA HOISINGTON, his wife, of DeKalb County, in the State of Indiana Mortgage and Warrant to Michael J. Noyes of Wash. County in the State of Michigan for the sum of Twenty-Three Hundred Dollars, the following Real Estate situate in DeKalb County in the State of Indiana and described as follows, to-wit: The South East Quarter of Section Thirty-three (33) Township Thirty=Three (33) North of Range Twelve (12) East, excepting therefore that part thereof lying East of Cedar Creek heretofore sold by Peter Fair to Henry Fair and also the right of way of the Fort Wayne, Jackson, and Saginaw Rail Road. The tract hereby mortgaged containing one hundred and forty and 68/100 acres more or less.

To secure the payment of the following described Notes, to-wit: Four Promissory Notes of even date herewith executed by the said Mortgagors to the said mortgagee for part of the purchase money of the above described premises. One of said notes calling for Eight Hundred Dollars due in one year from date and the others then calling for Five Hundred Dollars each due in two, three and four years from date respectively, all with one (?) per cent instant ____________ payable annually and ___________ valuation and appraisement laws, and the Mortgagors expressly agree to pay the sum of money above secured without any relief from Valuation and Appraisement Laws.

In Witness Whereof, the Mortgagor has hereunto set their hands and seals this 27th day of May 1888. (This date is different than the rest, but mostly it reads 1881.)

H. H. HOISINGTON SEAL
MALINDA HOISINGTON SEAL

State of Indiana, DeKalb County, SS:

Before me Ezra D. Hartmann, a Notary Public in and for said County this 27th day of May, 1881, H. H. Hoisington and Malinda Hoisington, his wife acknowledged the execution of the annexed Mortgage.

Witness my hand and Notarial seal this 27th day of May, 1881
Ezra D. Hartmann, Notary Public

713

Mortgage.

◆

SHORT FORM.

H. H. Hoisington
Malinda Hoisington

TO

Michael J. Noyes

Received for Record,

The 27th day of May

A. D. 1881 , at 1/2 o'clock P. M., and

recorded in Record No 16

page 385 –

W. N. Boland

Recorder DeKalb County.

Recorder's Fees, - - $

Sold by M. B. WILLIS,
BOOKSELLER AND STATIONER,
AUBURN, INDIANA.

Paid $1.25

MORTGAGE.

This Indenture Witnesseth, That H. H. Hoisington and Malinda Hoisington his wife of DeKalb County, in the State of Indiana MORTGAGE and WARRANT to Michael J. Noyes of Washtenaw County, in the State of Michigan for the sum of Twenty three hundred Dollars, the following REAL ESTATE, situate in DeKalb County, in the State of Indiana and described as follows, to-wit: The South East quarter of Section thirty three (33) Township thirty three (33) North of Range twelve (12) East, Excepting therefrom that part thereof lying East of Cedar Creek heretofore sold by Peter Hair to Henry Hair and also the right of way of the Fort Wayne Jackson and Saginaw Rail Road.
The tract hereby mortgaged containing one hundred and forty and 68/100 acres more or less.

to secure the payment of the following described Notes, to-wit: four Promissory Notes, of even date herewith Executed by the said Mortgagors to the said mortgagee for part of the purchase money of the above described premises. One of said notes calling for Eight Hundred dollars due in one year from date and the other three calling for five hundred dollars each due in two, three, and four years from date respectively, all with six per cent interest from date payable annually and waiving valuation and appraisement laws.

And the Mortgagors expressly agree to pay the sum of money above secured without any relief from Valuation and Appraisement Laws.

IN WITNESS WHEREOF, the Mortgagor ha hereunto set their hands and seals this 27th day of May 1881

H H Hoisington (SEAL)
Malinda Hoisington (SEAL)
(SEAL)
(SEAL)

Schuyler Fitch to Matthias Fitch...........

THIS INDENTURE WITNESSETH, that SCHUYLER FITCH and LEAH L. FITCH, his wife of King County, in the State of Washington, in consideration of $160.00 the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey to MATTHIAS FITCH, his heirs and assigns forever, the following Real Estate in DeKalb County in the State of Indiana, and described as follows, to-wit:

All that part of the North Half of the South West quarter of Section Thirty-three (33) in Township Thirty-three (33) North, Range Twelve (12) East lying East of the public highway crossing said section in a Northeasterly and Southwesterly direction and containing Two and one-half (2 ½) acres of land more or less, excepting therefrom the right-of-way of the Toledo & Chicago Interurban Railway Company.

Together with all privileges and appurtenances to the same belonging to have and to hold the same to the said Matthias Fitch, his heirs and assigns forever, the Grantor, their heirs and assigns hereby covenanting with the Grantee his heirs and assigns, that the title so conveyed is Clear, Free and Unencumbered. That they are lawfully seized of the premises aforesaid, as of a sure and indefeasible Estate of Inheritance in Fee Simple, and that they will warrant and defend the same against all claims whatsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and Seal, this 31st day of August, 1911.

Schuyler Fitch
Leah L. Fitch

713

Mortgage.

SHORT FORM.

H. H. Hoisington
Malinda Hoisington

TO

Michael J. Noyes

Received for Record,
The 27th *day of* May
A. D. 1881, *at* 1/12 *o'clock* P. *M., and*
recorded in Record No 16
page 385.

M. Boland

Recorder DeKalb *County.*

Recorder's Fees, - - $

Sold by M. B. WILLIS,
BOOKSELLER AND STATIONER,
AUBURN, INDIANA.

Paid $1.25

State of Indiana, DeKalb County, S.S.:

Before me Ezra D. Hartman, *a* Notary Public *in and for said County, this* 24th *day of* May 1881, H. H. Hoisington and Malinda Hoisington his wife *acknowledged the execution of the annexed Mortgage.*

WITNESS my hand and Notarial *seal, this* 24th *day of* May 1881.

Ezra D. Hartman (SEAL)
Notary Public

Schuyler Fitch to Matthias Fitch...........

THIS INDENTURE WITNESSETH, that SCHUYLER FITCH and LEAH L. FITCH, his wife of King County, in the State of Washington, in consideration of $160.00 the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey to MATTHIAS FITCH, his heirs and assigns forever, the following Real Estate in DeKalb County in the State of Indiana, and described as follows, to-wit:

All that part of the North Half of the South West quarter of Section Thirty-three (33) in Township Thirty-three (33) North, Range Twelve (12) East lying East of the public highway crossing said section in a Northeasterly and Southwesterly direction and containing Two and one-half (2 ½) acres of land more or less, excepting therefrom the right-of-way of the Toledo & Chicago Interurban Railway Company.

Together with all privileges and appurtenances to the same belonging to have and to hold the same to the said Matthias Fitch, his heirs and assigns forever, the Grantor, their heirs and assigns hereby covenanting with the Grantee his heirs and assigns, that the title so conveyed is Clear, Free and Unencumbered. That they are lawfully seized of the premises aforesaid, as of a sure and indefeasible Estate of Inheritance in Fee Simple, and that they will warrant and defend the same against all claims whatsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and Seal, this 31st day of August, 1911.

Schuyler Fitch
Leah L. Fitch

# 3394.

Warranty Deed

Schuyler Fitch, et ux.

To Matthias Fitch.

Huntertown Ind F.R.D. No 1.

Received for Record this 7th

day of September 1911

at 1 *o'clock,* P *M., and recorded*

in Book No. 81 *page* 478

S G Haverstock

Recorder DeKalb *County.*

Duly entered for taxation this

day of 190

Transferred for Taxation

SEP 5 - 1911

Alpheus Madden *Auditor* *County.*

R B. HANNA
Lawyer
22 Bass Block, Fort Wayne, Ind.

1.00 Paid

State of ~~Indiana~~ WASHINGTON, KING County, ss.

Before me David P. Mitchell a Notary Public in and for said County and State, personally came Schuyler Fitch and Leah L. Fitch, his wife

grantor s in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 31 day of August, A. D., 19~~0~~11.

My Commission Expires Jan 12 1912

David P. Mitchell

3394.

Warranty Deed

Schuyler Fitch, et ux.

To Matthias Fitch.

Huntertown Ind R.F.D. No 1.

Received for Record this 7th day of September 1911 at 1 o'clock, P M., and recorded in Book No. 81 page 478

S G Haverstock

Recorder DeKalb County.

Duly entered for taxation this day of 190

Transferred for Taxation
SEP 5 - 1911

Alpheus Madden Auditor County.

R B. HANNA
Lawyer
22 Bass Block, Fort Wayne, Ind.

1⁰⁰ Paid

Leah Fitch to Matthias Fitch

Real Estate Mortgage, Statutory form
From
Leah L. Fitch and husband to Mathias Fitch, Huntertown, Indiana
Filed for record on the 3 day of August 1910 at 45 minutes past 9 A.M. and recorded in Volume 71 of DeKalb, Page 119. Records of DeKalb County, Washington (???)
Paid $1.00

The Mortgagors, Leah L. Fitch and Schuyler Fitch, her husband, residents of King County, State of Washington, morgage to Mathias Fitch of Huntertown, Indiana, to secure the payment of Two Thousand and Nine Hundred ($2900) Dollars lawful money of the United States, together with interest thereon at the rate of six percent per annum from the date until paid, according to the terms and conditions of one certain promissory note bearing this date, July 26th, 1910, made by Leah L. Fitch, payable on the twenty-sixth day of July, 1913 to the order of Mathias Fitch, of Huntertown, Indiana, the following described real estate: The South Ninety-two (92) acres of the South East Quarter of Section Thirty-three (33) in Township Thirty-three (33) North of Range Twelve (12) East, according to government survey, situated in DeKalb County, State of Indiana, together with the appurtenances thereunto belonging, situated in the County of DeKalb, State of Indiana. Dated this 26th day of July 1910.

Leah L. Fitch
Schuyler Fitch

Witnesses:
David R. Mitchell
Clay Lawrance

State of Washington, County of King…….SS

This is to certify, that on the 26th day of July A.D. 1910 before me David R. Mitchell, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Leah L. Fitch and Schuyler Fitch, her husband to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and officail seal the day and year in this certificate first above written.

David R. Mitchel
Norary Public in and for the State of Washington, residing at Seattle. My commission expires January 12, 1912

This Indenture Witnesseth, *That* Schuyler Fitch and Leah L. Fitch, his wife

of King *County, in the State of* Washingtom *in consideration of* One Hundred and Sixty ($160.00)-------------------------------- *DOLLARS, the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey to* Matthias Fitch

his *heirs and assigns forever, the following REAL ESTATE in* DeKalb *County in the State of* Indiana, *and described as follows, to-wit:*

All that part of the North Half (1/2) of the South West Quarter of Section Thirty-three (33) in Township Thirty-three (33) North, Range Twelve (12) East lying East of the public highway crossing said section in a Northeasterly and Southwesterly direction and containing Two and one-half (2 1/2) acres of land more or less, excepting therefrom the right-of-way of the Toledo & Chicago Interurban Railway Company.

together with all privileges and appurtenances to the same belonging:

To have and to hold *the same to the said* Matthias Fitch, his, *Heirs and Assigns forever. The Grantor*s their *Heirs and Assigns hereby covenanting with the Grantee* his *Heirs and Assigns, that the title so conveyed is CLEAR, FREE and UNENCUMBERED; that* they are *lawfully seized of the premises aforesaid, as of a sure and indefeasible Estate of Inheritance in Fee Simple, and that* they *will Warrant and Defend the same against all claims whatsoever*

In Witness Whereof, *The Grantor*s *have hereunto set* their *hand*s *and seal*s, *this* 31 *day of* August, 1911.

Schuyler Fitch [SEAL]

Leah L. Fitch [SEAL]

[SEAL]

[SEAL]

Leah Fitch to Matthias Fitch

Real Estate Mortgage, Statutory form
From
Leah L. Fitch and husband to Mathias Fitch, Huntertown, Indiana
Filed for record on the 3 day of August 1910 at 45 minutes past 9 A.M. and recorded in Volume 71 of DeKalb, Page 119. Records of DeKalb County, Washington (???)
Paid $1.00

The Mortgagors, Leah L. Fitch and Schuyler Fitch, her husband, residents of King County, State of Washington, morgage to Mathias Fitch of Huntertown, Indiana, to secure the payment of Two Thousand and Nine Hundred ($2900) Dollars lawful money of the United States, together with interest thereon at the rate of six percent per annum from the date until paid, according to the terms and conditions of one certain promissory note bearing this date, July 26th, 1910, made by Leah L. Fitch, payable on the twenty-sixth day of July, 1913 to the order of Mathias Fitch, of Huntertown, Indiana, the following described real estate: The South Ninety-two (92) acres of the South East Quarter of Section Thirty-three (33) in Township Thirty-three (33) North of Range Twelve (12) East, according to government survey, situated in DeKalb County, State of Indiana, together with the appurtenances thereunto belonging, situated in the County of DeKalb, State of Indiana. Dated this 26th day of July 1910.

Leah L. Fitch
Schuyler Fitch

Witnesses:
David R. Mitchell
Clay Lawrance

State of Washington, County of King.......SS

This is to certify, that on the 26th day of July A.D. 1910 before me David R. Mitchell, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Leah L. Fitch and Schuyler Fitch, her husband to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and officail seal the day and year in this certificate first above written.

David R. Mitchel
Norary Public in and for the State of Washington, residing at Seattle. My commission expires January 12, 1912

1950

REAL ESTATE MORTGAGE

STATUTORY FORM

FROM

Leah L. Fitch

and husband

To

Mathias Fitch

Huntertown Ind

Date July 26, 1910

Filed for record at request of

on the 3 *day of* Aug 1910

at 45 *minutes past* 9 A *M*

and recorded in Volume 71

of DeKalb *Page* 228

Records of DeKalb

County, Washington.

COUNTY AUDITOR

By

DEPUTY

1.00 Paid.

State of Washington, }
County of King } ss.

THIS IS TO CERTIFY, That on this 26 *day of* July *A. D.* 1910 *before me* David R. Mitchell *a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came* Leah L. Fitch and Schuyler Fitch her husband *to me known to be the individual* s *described in and who executed the within instrument, and acknowledged to me that* they *signed and sealed the same as* their *free and voluntary act and deed for the uses and purposes therein mentioned.*

WITNESS my hand and official seal the day and year in this certificate first above written.

David R. Mitchell
Notary Public in and for the State of Washington, residing at Seattle

My Commission expires Jan. 12. 1912.

1950

REAL ESTATE MORTGAGE

STATUTORY FORM

FROM

Leah L. Fitch
and husband

To

Mathias Fitch
Hamiltown Ind

Date July 26, 1910

Filed for record at request of

on the 3 *day of* Aug 1910
at 45 *minutes past* 9 A *M*
and recorded in Volume 71
of DeKalb *Page* 228
Records of DeKalb
County, Washington.

COUNTY AUDITOR

By DEPUTY

1⁰⁰ Paid.

Section 34
DeKalb Co.

Perry's Land

Amos' Land

REAL ESTATE MORTGAGE

STATUTORY FORM

THE MORTGAGOR s, Leah L. Fitch and Schuyler Fitch; her husband, residents of King County, State of Washington.

mortgage to Mathias Fitch, of Huntertown, Indiana,

to secure the payment of Two Thousand and Nine Hundred - - - - - - - - - ($2900.) - - - - - - *DOLLARS,*

lawful money of the United States, together with interest thereon at the rate of six *per cent. per annum from date until paid, according to the terms and conditions of* one *certain promissory note bearing* this *date* July 26th 1910

made by Leah L. Fitch,

payable on the twenty-sixth *day of* July, 1913.

to the order of Mathias Fitch, of Huntertown, Indiana.

the following described real estate The South Ninety-two (92) Acres of the South-East Quarter of Section Thirty-three (33) in Township Thirty-three (33) North of Range Twelve (12) East. according to government survey, situated in De Kalb County, State of Indiana.

together with the appurtenances thereunto belonging,

situated in the County of De Kalb *State of* ~~Washington~~ Indiana.

Dated this 26th *day of* July, *190*

WITNESSES:

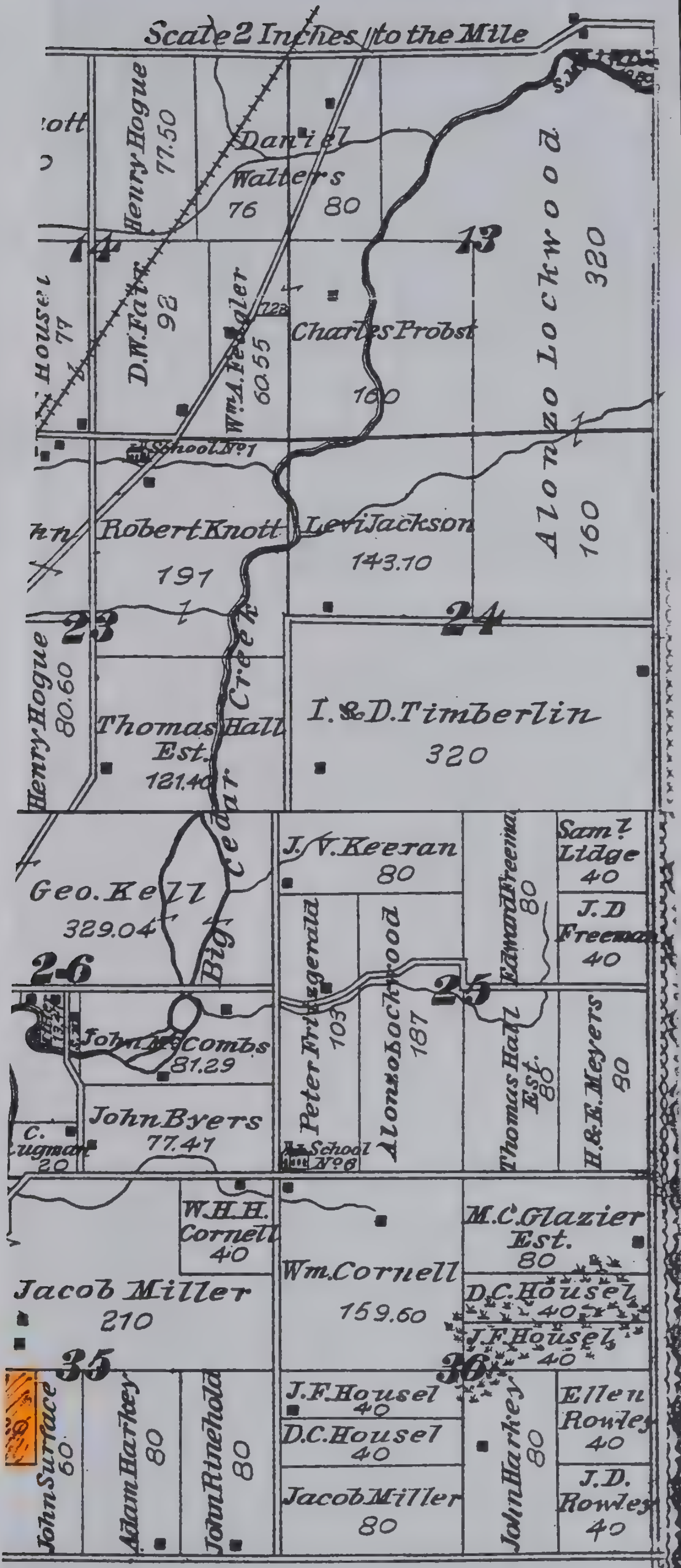
David R. Mitchell
Clay Lawrence

Leah L. Fitch.
Schuyler Fitch

Section 34
DeKalb Co.

Perry's Land

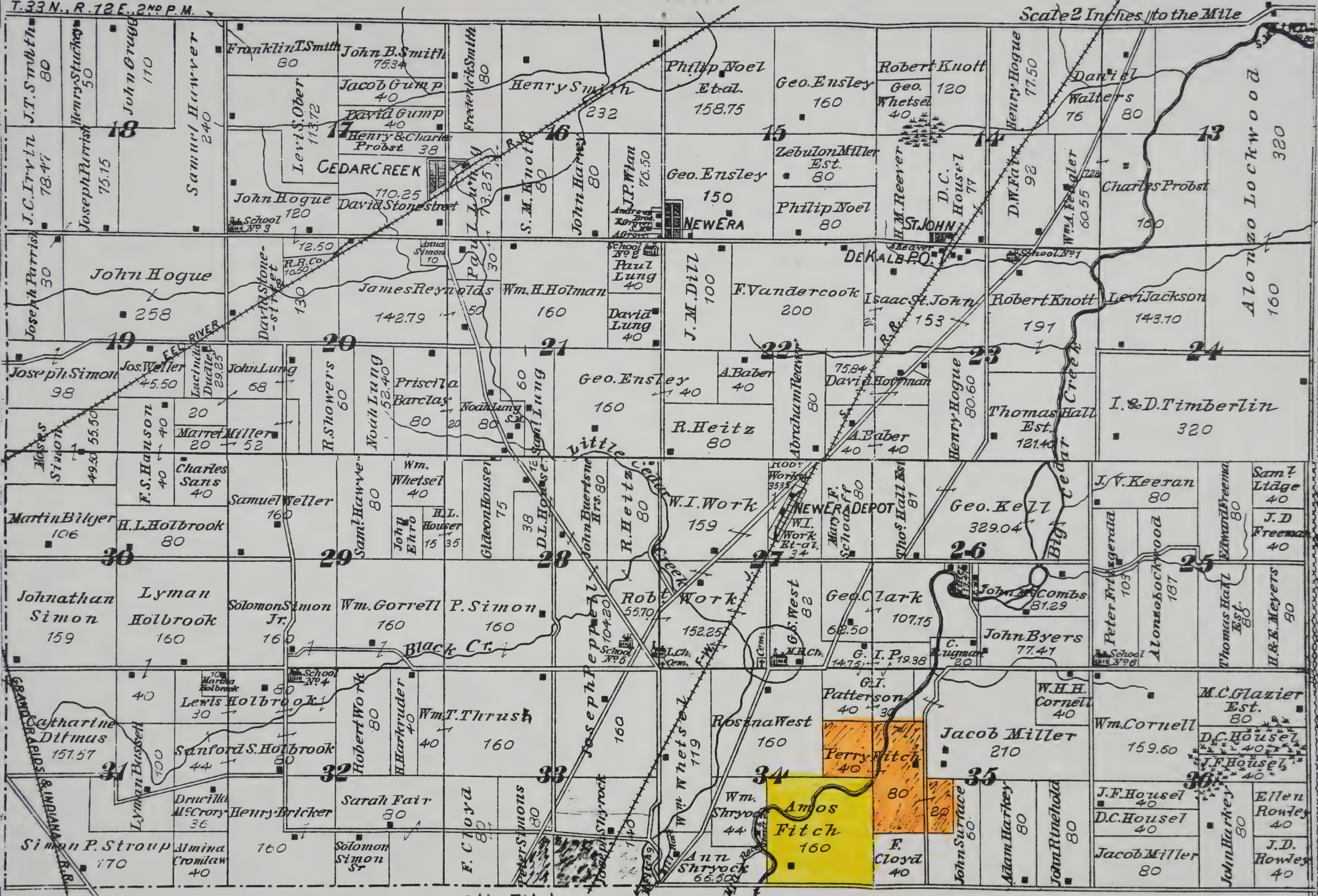
Amos' Land



Many Fitch's
DeLong's
Fairs

buried at
Cedar Chapel
Road 68

DeKalb Co.



Otis Fitch

Perry Fitch

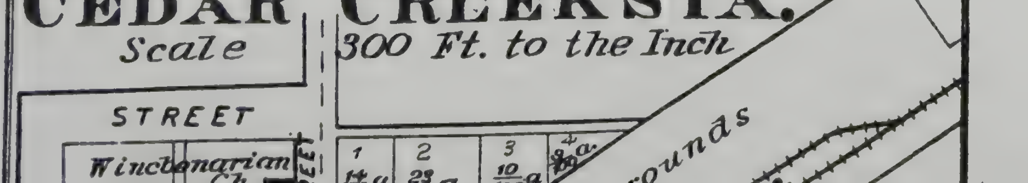
Many Fitch's
DeLong's
Fairs

buried at
Cedar Chapel
Road 68

Warren went to school #5
Called 5 points
And at Hogue School #3

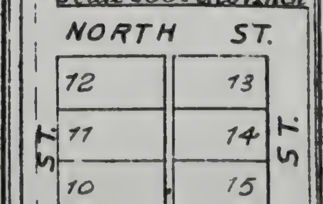
CEDAR CREEK STA.

Scale 300 Ft. to the Inch



NEW ERA

Scale 300 Ft. to 1 Inch



Perry Fitch to Sarah Fitch

This Indenture Witnesseth that PERRY FITCH of DeKalb County, in the State of Indiana Mortage and Warrant to SARAH FITCH (the mother of said Perry) of DeKalb County, in the State of Indiana, the following real estate in DeKalb County, in the State of Indiana, to wit:

The South East One Fourth of the North East Quarter of Section Thirty four (34) and the West half of the North East one fourth of the South West Quarter of Section Thirty five (35) both in Township Thirty three (33) North of Range Twelve (12) East

to secure the payment the first day of each January hereafter to said Sarah Fitch during her natural life of the sum of Fifty Dollars ($50) and upon the death of said Sarah all payments should cease and this mortgage to be void. Which sum __________paid Perry Fitch agrees to pay.

And the mortgagor expressly agrees to pay the sum of money above secured, without relief from valuation or appraisement laws. In Witness Whereof, the mortgagor has hereunto set his hand and seal this 4th day of July, 1878.

Perry Fitch

State of Indiana, DeKalb County, SS
Before me W. H. Dills, a Notary Public in and for said County this 21st day of July, 1878, Perry Fitch acknowledged the execution of the annexed Mortgage. Witness my hand and Notarial seal.

W. H. Dills, Notary Public

Received for Record, the 5th day of July A.D. 1878 at 8 o'clock a.m. and recorded in Record No. 13, page 622. M Boland, Recorder of DeKalb County, Indiana, Paid $1.25

852

MORTGAGE.

SHORT FORM.

Sary Fitch

TO

[illegible] Fitch

Received for Record,

The 5th *day of* July

*A. D., 18*78 *at* 8 *o'clock* a. *M.,*

and recorded in Record No 13

page 622.

W. Boland

Recorder of De Kalb **County.**

Recorder's fee, $

Sentinel Steam Print, Fort Wayne, Ind.

Paid $1,25

January 1st 1879

Recived on within
Contract at the above
date #5.00 dollars
Sarah C + Fitch

MORTGAGE.

SHORT FORM.

Perry Fitch

TO

Sarah Fitch

Received for Record,
The 5th day of July
A. D., 1878 at 8 o'clock A. M.,
and recorded in Record No 13
page 622.
M. F. Boland
Recorder of DeKalb **County.**

Recorder's fee, $

Sentinel Steam Print, Fort Wayne, Ind.

Paid $1.25

Amos Fitch to Sarah Fitch

This Indenture Witnesseth, that I Amos Fitch (unmarried) of Allen County, in the State of Indiana, Mortgage and Warrant to Sarah E. Fitch of Allen County, in the State of Indiana for the sum of Fifteen Hundred Dollars the following real estate situate in DeKalb County and State of Indiana, and described to wit: The North half of the South East Quarter of Section Thirty- four (34), Township Thirty-three (33)North, Range Twelve East, to secure the payment by me of the sum of Fifty Dollars on the 1st day of March of each and every year during the term of the life of the said Sarah E. Fitch, the same to be paid Sarah E. Fitch with interest if not paid when due and such payments to cease, and this mortgage to be cancelled upon the death of the said Sarah E. Fitch, and the Mortgagor expressly agrees to pay the sum of money above secured without any relief from valuation or appraisement laws.

In witness whereof, the Mortgagor has hereunto set his hand and seal this 20th day of July A.D. 1878.

Amos Fitch Seal

State of Indiana, Allen Count. Before me ________ R. Black, a Notary Public in and for said County, this 20th day of July 1878, personally appeared the above named Amos Fitch and acknowledged the execution of the annexed Mortgage. Witness my hand and seal this 20th day of July A.D. 1878.

_________R. Black

Received for Record this 26th day of July 1878 at 8 o'clock A.M. and recorded in Record No. 14, page 7. M. Boland, Recorder of DeKalb County. Paid $1.25

This paper has on it the receipt of the payments that were made by Amos and signed by Sarah with her "X" and sometimes witnessed.

This Indenture Witnesseth, *That* Perry Fitch

of DeKalb *County, in the State of Indiana,* **Mortgage and Warrant** *to* Sarah Fitch (the mother of said Perry)

of DeKalb *County, in the State of Indiana, the following* REAL ESTATE, *in* DeKalb *County in the State of Indiana, to-wit:*

The South East one fourth of the North East Quarter of Section Thirty four (34) and the West half of the North East one fourth of the South West Quarter of Section Thirty five (35) both in Township Thirty three (33) North of Range twelve (12) East

to secure the payment ~~*when*~~ ~~*become due of*~~ On the 1st day of each January hereafter to said Sarah Fitch during her natural life of the sum of fifty dollars, and upon the death of said Sarah all payments shall cease and this mortgage to be void. Which sum or sums said Perry Fitch agrees to pay.

and the mortgagor expressly agree to pay the sum of money above secured, without relief from valuation or appraisement laws.

In Witness Whereof, *The mortgagor* has *hereunto set* his *hand and seal, this* 4th *day of* July 1878

[SEAL.] [SEAL.]

[SEAL.] Perry Fitch [SEAL.]

[SEAL.] [SEAL.]

[SEAL.] [SEAL.]

State of Indiana, DeKalb **County, ss:**

Before me, W. H. Dills, *a* Notary Public *in and for said County, this* 4th *day of* July 1878 Perry Fitch

acknowledged the execution of the annexed Mortgage.

Witness *My hand and* Notarial *seal.*

W. H. Dills *(Seal.)*

Notary Public

Amos Fitch to Sarah Fitch

This Indenture Witnesseth, that I Amos Fitch (unmarried) of Allen County, in the State of Indiana, Mortgage and Warrant to Sarah E. Fitch of Allen County, in the State of Indiana for the sum of Fifteen Hundred Dollars the following real estate situate in DeKalb County and State of Indiana, and described to wit: The North half of the South East Quarter of Section Thirty- four (34), Township Thirty-three (33)North, Range Twelve East, to secure the payment by me of the sum of Fifty Dollars on the 1st day of March of each and every year during the term of the life of the said Sarah E. Fitch, the same to be paid Sarah E. Fitch with interest if not paid when due and such payments to cease, and this mortgage to be cancelled upon the death of the said Sarah E. Fitch, and the Mortgagor expressly agrees to pay the sum of money above secured without any relief from valuation or appraisement laws.

In witness whereof, the Mortgagor has hereunto set his hand and seal this 20th day of July A.D. 1878.

Amos Fitch Seal

State of Indiana, Allen Count. Before me ________ R. Black, a Notary Public in and for said County, this 20th day of July 1878, personally appeared the above named Amos Fitch and acknowledged the execution of the annexed Mortgage. Witness my hand and seal this 20th day of July A.D. 1878.

_________R. Black

Received for Record this 26th day of July 1878 at 8 o'clock A.M. and recorded in Record No. 14, page 7. M. Boland, Recorder of DeKalb County. Paid $1.25

This paper has on it the receipt of the payments that were made by Amos and signed by Sarah with her "X" and sometimes witnessed.

901
March 27th 1908
Received Payment
O.F. Gloyd Sarah E. X Fitch

MORTGAGE DEED.

FROM

Amos Fitch

TO

Sarah E. Fitch

Received for Record
This 26th day of July 1878
at 8 o'clock A.M., and recorded in Record M 14,
Page~~s~~ 7

W. Boland
Recorder of DeKalb Co.

PRINTED FOR AND SOLD BY
SIEMON & BROTHER,
50 Calhoun Street, FORT WAYNE, IND.

Fort Wayne Sentinel Print.

Paid $1.25

Feb. 27-1906 for March 1, 1906.
Recieved on the within contract at the
above date $50 00/100 Fifty-Dollars
Sarah E. X Fitch
her mark
Emma T. Haskell.

MORTGAGE DEED.—Sold by SIEMON & BRO., Fort Wayne, Ind.

This Indenture Witnesseth, That I, Amos Fitch (unmarried)

of Allen County, in the State of Indiana

MORTGAGE AND WARRANT to

Sarah E. Fitch

of Allen County, in the State of Indiana for the sum of Fifteen Hundred Dollars

the following REAL ESTATE, situate in De Kalb County and State of Indiana, and described to wit: The north half of the South East quarter of Section Thirty four (34) Township Thirty three (33) north, range Twelve East; To secure the payment by me of the sum of fifty dollars on the 1st day of March of each and every year during the term of the life of the said Sarah E. Fitch, the ~~to secure the payment of the following described note:~~ same to be paid to the said Sarah E. Fitch with interest if not paid when due, and such payments to cease, and this mortgage to be cancelled upon the death of the said Sarah E. Fitch.

and the Mortgagor expressly agrees to pay the sum of money above secured without any relief from valuation or appraisement laws,

In Witness Whereof, the Mortgagor has hereunto set his hand and seal this 20th day of July A. D. 1878.

Amos Fitch [SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

State of Indiana, Allen **County, set.**

Before me, Wm R. Pleak a Notary Public in and for said County, this 20th day of July 1878 personally appeared the abovenamed Amos Fitch & acknowledged the execution of the annexed Mortgage.

WITNESS my hand and seal this 20th day of July A. D. 1878.

Wm R. Pleak. [SEAL.]

Contract at the
[illegible] Date [illegible]
X [illegible]

March 7th 1892
Received on the within
Contract at the above
[illegible]
her mark [illegible] E X [illegible]

March 7th 1893
Received on the within
Contract at the above
Date 50.00 Fifty Dol
her mark Sarah E X Fitch

March 7th 1894
Received on the within
contract at the above Dat
50.00 Fifty Dollers
Sarah E X Fitch
Her mark

[illegible]
[illegible]
[illegible]
[illegible] Sarah (X) [illegible]

March 1896
Received on the within co
tract at the above date 50.00 Fif
Dollars Sarah E X Fit
her mark

March 1897
Received on the within
contract at the above date
$50.00 Fifty Doolers Sarah E X Fitc
her Mark

Perry to Mathias, 1889

This indenture witnesseth that Perry Fitch of DeKalb County in the State of Indiana, Mortgage and Warrant to Mathias Fitch, of Allen County, in the State of Indiana, for the sum of Two hundred dollars the following real estate situated in DeKalb County, in the State of Indiana and described as follows to wit:

The South West Quarter of the North West Quarter and the North West Quarter of the South West Quarter of Section thirty-five (35) in township Thirty-three (33) North of Range Twelve (12) East, to secure the payment of the following described Note, to wit: One Promissory Note date of October 12th, 1889, due one year after date calling for the sum of two hundred dollars, payable at residence with interest at the rate of eight per cent per annum from date waving relief from valuation or appraisement laws and attorney's fees. (This mortgage is accepted by said mortgagee as subject and junior(??) to a mortgage executed by their mortgagor and his wife upon the same premises to the State of Indiana for the sum of One Thousand Eight Hundred dollars on this day.)

Executed by said Perry Fitch to said Matthias Fitch and the Mortgagor expressly agrees to pay the said sum of Two Hundred dollars above secured, with 8 per cent interest, and attorney's fees without relief from valuation or appraisement laws. In Witness Whereof, the Mortgagor has hereunto set his hand and seal this fourteenth day of October A.D. 1889

Perry Fitch

State of Indiana, DeKalb County, SS
Before me, R. Dexter Tefft, a Notary Public, in and for said County, this fourteenth day of October, 1889. Personally appeared Perry Fitch, to me well-known, and acknowledged the execution of the annexed Mortgage. Witness my hand and Notarial seal, this fourteenth day of October, 1889. R. Dexter Tefft, Notary Public.

Received for Record, this 19th day of December, 1889, at 10:15 o'clock recorded in Record 26, pages 462, George M. Crane, Recorder of DeKalb County. Paid $1.25.

#2176

March 1 [illegible]
Received on within
contract at [illegible]
[illegible]

March 1th 1882
Received on within
contract at the above
Date $50 Fifty dollars
Sarah E Fitch X her mark

March 1st 1891
Received on the
[illegible] contract at the
above Date 50.00 Fifty Dolls
Her mark X Sarah E Fitch

March 1th 1883
Received on within
contract at the above
date $50.00 Fifty Dollars
Sarah E Fitch X her mark

March 1th 1884
Received on within
contract at the above
Date $50.00 Fifty Dollars
Sarah E Fitch her X mark

~~March~~ February 25th for March 1th 1885
Received on the within contract
at the above Date $50.00 Fifty Dollars
Sarah E Fitch her X mark

Febury 27th for March 1th 1886,
Received on he within contract, fifty dollars
at the above Date 50.00 Her X mark

[illegible] for March 1th 1887 Received on the
within contract at [illegible]
Sarah E X Fitch

March 1th 1888
Received on within
Contract at the above
Date $50 Fifty Dollars Sarah E Fitch X her mark

[illegible]
Received one within contract
at the above date $50.00 Fifty Dollars
Sarah E Fitch her mark

March 1, 1890.
Received on within
contract at the above [illegible]

March 27 1804
received on within contract
at the above Date $50.00 Fifty Dollars
Sarah E Fitch
Her X mark
her mark
Witness by
N. Fitch

Received 23 Februar 189
for March 1 on the with
in contract 50.00 Fifty
Dool Sarah E X Fitch
her mark

March 1th 1892
Recived on the within
contract at the above
~~contract~~ Date $50.00 Fifty Dollars
Her mark Sarah E X Fitch

March 1th 1893
Recived on the within
Contract at the above
Date 50.00 Fifty Dollerz
Her mark Sarah E X Fitch

March 1th 1894
Received on the within
contract at the above Date
50.00 Fifty Dollerz
Sarah E X Fitch
Her mark

March 1, 1895
Received on the within cont
ract at the above Date $50.00
Dollars Sarah E X Fitch
her mark

March 1/96
Received on the within con
tract at the above Date $50.00 Fifty
Dollars Sarah E X Fitch
her mark

March 1/97
Received on the within
contract at the above date
$50.00 Fifty Doolar Sarah E X Fitch
her mark

901
March 27th 1908
Received Payment
Of Lloyd Sarah E X Fitch

MORTGAGE DEED.

FROM

Amos Fitch

TO

Sarah E. Fitch

Received for Record
This 26th day of July 1878
at 8 o'clock A. M., and recorded in Record M/4,
Pages 7
M. Boland
Recorder of Dekalb Co.

PRINTED FOR AND SOLD BY
SIEMON & BROTHER,
50 Calhoun Street, FORT WAYNE, IND.

Fort Wayne Sentinel Print.

Paid $1.25

Feb. 27-1906 for March 1, 1906.
Received on the within contract at the
above date $50 00/100 Fifty Dollars
Sarah E. X Fitch.
her mark

Harvey Fitch

March 5. for March 1
Received on the 1899
within contract at the
above Date $50. Fifty Dollars
Sarah E X Fitch
Her mark

March 1st 1900
Received on the within
contract at the above
Date $50.00 Fifty Dollars
Sarah E X Fitch Witness by
Her mark M. Fitch

March 1, 1901
Received on the within
Contract at the above
Date $50.00 Fifty Dollers
Sarah E X Fitch witness by
her Mark M. Fitch

Received on within contract
at the date March 1st 1902 fifty
dollars Sarah E X Fitch witness by
her mark M. Fitch

March 1st 1903
Received on within
Contract at the above
Date $50. Fifty Dollars
Sarah E X Fitch witness
her mark witness by M. Fitch

March 1th 1905
Received on the within
Contract at the above Date
$50.00 Fifty Dollars
Sarah E X Fitch
her mark

Harvey Fitch

Perry to Mathias, 1889

This indenture witnesseth that Perry Fitch of DeKalb County in the State of Indiana, Mortgage and Warrant to Mathias Fitch, of Allen County, in the State of Indiana, for the sum of Two hundred dollars the following real estate situated in DeKalb County, in the State of Indiana and described as follows to wit:

The South West Quarter of the North West Quarter and the North West Quarter of the South West Quarter of Section thirty-five (35) in township Thirty-three (33) North of Range Twelve (12) East, to secure the payment of the following described Note, to wit: One Promissory Note date of October 12th, 1889, due one year after date calling for the sum of two hundred dollars, payable at residence with interest at the rate of eight per cent per annum from date waving relief from valuation or appraisement laws and attorney's fees. (This mortgage is accepted by said mortgagee as subject and junior(??) to a mortgage executed by their mortgagor and his wife upon the same premises to the State of Indiana for the sum of One Thousand Eight Hundred dollars on this day.)

Executed by said Perry Fitch to said Matthias Fitch and the Mortgagor expressly agrees to pay the said sum of Two Hundred dollars above secured, with 8 per cent interest, and attorney's fees without relief from valuation or appraisement laws. In Witness Whereof, the Mortgagor has hereunto set his hand and seal this fourteenth day of October A.D. 1889

Perry Fitch

State of Indiana, DeKalb County, SS
Before me, R. Dexter Tefft, a Notary Public, in and for said County, this fourteenth day of October, 1889. Personally appeared Perry Fitch, to me well-known, and acknowledged the execution of the annexed Mortgage. Witness my hand and Notarial seal, this fourteenth day of October, 1889. R. Dexter Tefft, Notary Public.

Received for Record, this 19th day of December, 1889, at 10:15 o'clock recorded in Record 26, pages 462, George M. Crane, Recorder of DeKalb County. Paid $1.25.

#2176

#2176

MORTGAGE.

Perry Fitch

TO

Matthias Fitch

RECEIVED FOR RECORD.

This 19 *day of* December

*188*9, *at* 10¹⁵ *o'clock* a *M., and*

recorded in Record 26 *Pages*

462

Geo. M. Crane

Recorder of DeKalb *County.*

Paid $1.25

THIS INDENTURE WITNESSETH, *That* Perry Fitch

of DeKalb *County, in the State of* Indiana,

Mortgage and Warrant *to* Matthias Fitch,

of Allen *County, in the State of* Indiana, *for the sum of* Two hundred *Dollars, the following REAL ESTATE, situated in* DeKalb *County, in the State of* Indiana *and described as follows to-wit:*

The south west quarter of the north west quarter and the north west quarter of the south west quarter of section thirty five, (35) in township thirty three (33) North, of range twelve (12) East.

To secure the payment of the following described Note-, to-wit: One *Promissory Note, of* ~~*even date herewith*~~ dated October 12th 1889, due one year after date calling for the sum of two hundred dollars, payable at residence with interest at the rate of eight per centum per annum from date, waiving relief from valuation or appraisement laws, and attorney's fees.

(This mortgage is accepted by said mortgagee as subject and junior to a mortgage executed by the mortgagor and his wife upon the same premises, to the State of Indiana for the sum of One thousand eight hundred dollars on this day.)

Executed by said Perry Fitch *to* said Matthias Fitch *and the Mortgagor- expressly agrees to pay the said sum of* Two hundred *Dollars above secured, with* eight *per cent. interest, and attorney's fees, without relief from valuation or appraisement laws.*

IN WITNESS WHEREOF, the Mortgagor has hereunto set his *hand and seal this* fourteenth *day of* October *A. D., 1889.*

[L. S.]

Perry Fitch. [L. S.]

[L. S.]

[L. S.]

[L. S.]

Perry's Land Stroh to Fitch

Henry P. Stroh, Sheriff of DeKalb County, Indiana to
Sarah E. Fitch

Deed on Decree

Received for Record this 2 day of October, 1897, at 11:40 o'clock A.M. and recorded in Record 56, page 271, Milton C. Jones, Recorder DeKalb County
Duly entered for taxation October 2, 1897 F. A. Bent, by G.M. Ralston, Auditor DeKalb County. Paid $1.35

This Indenture, made betwen Henry P. Stroh, Sheriff of DeKalb County, in the State of Indiana, of the first part, and SARAH E. FITCH, of the County of DeKalb and State of Indiana of the second part witnesseth; that Whereas, on the 13th day of July A.D. 1896 at the May Term of the DeKalb Circuit Court A.D. 1896, Sarah E. Fitch recovered by judgment of said court in a certain action therein against Perry Fitch, Milford Clark, William Carr, Elmer A. Knott, Sarah Fitch and Russell and Company, the sum of One Thousand Eight Hundred and Forty-Nine and 13/100 Dollars for their damages, together with the further sum of Seventy-Five and 10/100 Dollars for their costs in that behalf expended; and a decree for the sale of all the interest, estate, right and title of the said defendant in and to certain real estate described therein as follows, viz: The South East fourth of the North East quarter of Section Thirty-four (34) and the West half of the North East one fourth of the South West quarter of Section Thirty-five (35) both in Township Thirty-three (33) North of Range Twelve (12) East in DeKalb County, Indiana, as by the records thereof remaining in said Court more fully appears, and Whereas, Afterwards, to wit: on the 18th day of July, A.D. 1896, a copy of said judgment and decree was duly issued by the Clerk of said Court, directed to the Sheriff of the County of DeKalb; and Whereas, said copy of JUDGMENT AND ORDER OF SALE, on the 28th day of July, A.D. 1896, came to the hands of Henry P. Stroh, then the Sheriff of said County, to be executed, and the said Henry P. Stroh, as Sheriff as aforesaid, having legally advertised the same, did, on the 22nd day of August A.D. 1896, at the Court House door, in the Town of Auburn, in the County aforesaid, between the hours prescribed by law, at Public Auction, sell all the rights, title and interest in fee simple of the aforesaid defendants in and to the above described Real Estate to Sarah E. Fitch for the sum of One Thousand, Three hundred, sixty-eight and 04/100 Dollars, she being the highest bidder, and that being the highest price bid for the same; and Whereas, also on the same day as required by law, said Sheriff executed to said purchaser a certificate of sale for said premises, The South East one fourth of the North East One fourth of Section 34 and the West half of the North East one fourth of the South West Quarter of Section 35, both in Township 33, North of Range Twelve (12) East in DeKalb County, Indiana. Now therefore to confirm to said Sarah E. Fitch, the sale so made as aforesaid, the said premises not having been redeemed from said sale, the said Henry P. Stroh, as Sheriff as aforesaid, in consideration of the premises hereinbefore set forth, and of the said sum of One Thousand, Three Hundred, Sixty-eight and 04/100 Dollars to Henry P. Stroh, Sheriff of said County, in hand paid, does by these presents, grant, bargain, sell, convey and confirm to the Sarah E. Fitch, heirs and assigns forever, all the said real estate above particularly described, with the appurtenances thereto belonging, all and

STATE OF INDIANA, DeKalb County, S. S:
Before me, R. Dexter Tifft, a Notary Public,
in and for said County, this fourteenth day of October 1889,
Personally appeared
Perry Fitch, to me well known,

and acknowledged the execution of the annexed Mortgage.

Witness my hand and Notarial seal, this
fourteenth day of October, 1889.
R. Dexter Tifft [~~L.S.~~]
Notary Public

#2176

MORTGAGE.

Perry Fitch
TO
Matthias Fitch
[illegible]

RECEIVED FOR RECORD.

This 19 day of December
1889, at 10⁵⁵ o'clock a M., and
recorded in Record 26 Pages
462
Geo. M. Crane
Recorder of DeKalb, County.

Paid $1.25

Perry's Land Stroh to Fitch

Henry P. Stroh, Sheriff of DeKalb County, Indiana to
Sarah E. Fitch

Deed on Decree

Received for Record this 2 day of October, 1897, at 11:40 o'clock A.M. and recorded in
Record 56, page 271, Milton C. Jones, Recorder DeKalb County
Duly entered for taxation October 2, 1897 F. A. Bent, by G.M. Ralston, Auditor DeKalb
County. Paid $1.35

This Indenture, made betwen Henry P. Stroh, Sheriff of DeKalb County, in the State of Indiana, of the first part, and SARAH E. FITCH, of the County of DeKalb and State of Indiana of the second part witnesseth; that Whereas, on the 13th day of July A.D. 1896 at the May Term of the DeKalb Circuit Court A.D. 1896, Sarah E. Fitch recovered by judgment of said court in a certain action therein against Perry Fitch, Milford Clark, William Carr, Elmer A. Knott, Sarah Fitch and Russell and Company, the sum of One Thousand Eight Hundred and Forty-Nine and 13/100 Dollars for their damages, together with the further sum of Seventy-Five and 10/100 Dollars for their costs in that behalf expended; and a decree for the sale of all the interest, estate, right and title of the said defendant in and to certain real estate described therein as follows, viz: The South East fourth of the North East quarter of Section Thirty-four (34) and the West half of the North East one fourth of the South West quarter of Section Thirty-five (35) both in Township Thirty-three (33) North of Range Twelve (12) East in DeKalb County, Indiana, as by the records thereof remaining in said Court more fully appears, and Whereas, Afterwards, to wit: on the 18th day of July, A.D. 1896, a copy of said judgment and decree was duly issued by the Clerk of said Court, directed to the Sheriff of the County of DeKalb; and Whereas, said copy of JUDGMENT AND ORDER OF SALE, on the 28th day of July, A.D. 1896, came to the hands of Henry P. Stroh, then the Sheriff of said County, to be executed, and the said Henry P. Stroh, as Sheriff as aforesaid, having legally advertised the same, did, on the 22nd day of August A.D. 1896, at the Court House door, in the Town of Auburn, in the County aforesaid, between the hours prescribed by law, at Public Auction, sell all the rights, title and interest in fee simple of the aforesaid defendants in and to the above described Real Estate to Sarah E. Fitch for the sum of One Thousand, Three hundred, sixty-eight and 04/100 Dollars, she being the highest bidder, and that being the highest price bid for the same; and Whereas, also on the same day as required by law, said Sheriff executed to said purchaser a certificate of sale for said premises, The South East one fourth of the North East One fourth of Section 34 and the West half of the North East one fourth of the South West Quarter of Section 35, both in Township 33, North of Range Twelve (12) East in DeKalb County, Indiana. Now therefore to confirm to said Sarah E. Fitch, the sale so made as aforesaid, the said premises not having been redeemed from said sale, the said Henry P. Stroh, as Sheriff as aforesaid, in consideration of the premises hereinbefore set forth, and of the said sum of One Thousand, Three Hundred, Sixty-eight and 04/100 Dollars to Henry P. Stroh, Sheriff of said County, in hand paid, does by these presents, grant, bargain, sell, convey and confirm to the Sarah E. Fitch, heirs and assigns forever, all the said real estate above particularly described, with the appurtenances thereto belonging, all and

singular, in as full and ample a manner as the same was held by the defendants, hereinbefore named, immediately before the execution of the mortgage mentioned in said decree, foreclosing the same.

In Witness Whereof, the said Henry P. Stroh, as Sheriff as aforesaid, has hereunto set his hand and seal, this first day of October 1897

Henry P. Stroh Seal
Sheriff of DeKalb County, Indiana

State of Indiana, County of DeKalb, SS

Before me, J. P. Crimmins, a Notary Public in and for said County, personally came Henry P. Stroh, Sheriff of said County, and acknowledged the execution of the above and foregoing deed, as such Sheriff.

In Witness Whereof, I hereunto subscribe my name and affix my Notarial seal of office, this first day of October A.D. 1897

J. P. Crimmins, Notary Public

Dollars to

Sheriff of said County, in hand paid, does by these presents grant, bargain, sell, convey and confirm to the said Sarah E Fitch

heirs and assigns forever, all the said Real Estate above particularly described, with the appurtenances thereto belonging, all and singular, in as full and ample a manner as the same was held by the defendantS hereinbefore named, immediately before the execution of the mortgage mentioned in said decree, foreclosing the same.

Whereas, *Afterwards, to wit: on the* 28th *day of* July, *A. D. 189*6 *a copy of said judgment and decree was duly issued by the Clerk of said Court, directed to the Sheriff of the County of DeKalb; and*

Whereas, *Said copy of* JUDGMENT AND ORDER OF SALE, *on the* 28th *day of* July, *A. D. 189*6, *came to the hands of* Henry P. Stroh, *then the Sheriff of said County, to be executed, and the said* Henry P. Stroh, *as Sheriff as aforesaid, having legally advertised the same, did, on the* 22nd *day of* August, *A. D. 189*6, *at the Court House door, in the Town of Auburn, in the County aforesaid, between the hours prescribed by law, at Public Auction, sell all the rights, title and interest in fee-simple of the aforesaid defendants in and to the above described Real Estate to* Sarah E. Fitch

for the sum of One thousand, three hundred, sixty eight and 04/100 *Dollars,* she *being the highest bidder, and that being the highest price bid for the same; and*

Whereas, *Also on the same day, as required by law, said Sheriff executed to said purchaser a certificate of sale for said premises* The South East one fourth of the North East one fourth of Section thirty four (34) and the West half of the North East one fourth of the South West quarter of Section thirty five (35), both in Township thirty three (33), North of Range twelve (12) East in DeKalb County, Indiana.

Now, therefore, to confirm to said Sarah Fitch

the sale so made as aforesaid, the said premises not having been redeemed from said sale, the said Henry P. Stroh, *as Sheriff as aforesaid, in consideration of the premises hereinbefore set forth, and of the said sum of* One thousand, three hundred, sixty eight and 04/100 *Dollars to* Henry P. Stroh *Sheriff of said County, in hand paid, does by these presents grant, bargain, sell, convey and confirm to the said* Sarah E. Fitch

heirs and assigns forever, all the said Real Estate above particularly described, with the appurtenances thereto belonging, all and singular, in as full and ample a manner as the same was held by the defendants hereinbefore named, immediately before the execution of the mortgage mentioned in said decree, foreclosing the same.

In Witness Whereof, *The said* Henry P. Stroh *as Sheriff as aforesaid, has hereunto set his hand and seal, this* first *day of* October, *189*7

Henry P. Stroh *(SEAL)*
Sheriff of DeKalb County, Indiana.

State of Indiana, County of DeKalb, ss:

Before me, J. P. Crimmins, *a* Notary Public *in and for said County, personally came* Henry P. Stroh *Sheriff of said County, and acknowledged the execution of the above and foregoing deed, as such Sheriff.*

In Witness Whereof, *I hereunto subscribe my name and affix my* Notarial *seal of office, this* first *day of* October, *A. D. 189*7

J. P. Crimmins
Notary Public

East one fourth of the South West quarter of Section thirty five (35), both in Township thirty three (33), North of Range twelve (12) East in DeKalb County, Indiana.

Now, therefore, to confirm to said Sarah Fitch

the sale so made as aforesaid, the said premises not having been redeemed from said sale, the said Henry P. Strah, as Sheriff as aforesaid, in consideration of the premises hereinbefore set forth, and of the said sum of One thousand, three

Misc.

A 15 12

Henry P. Stroh,
Sheriff of DeKalb County, Indiana,
TO

Sarah E. Fitch

DEED ON DECREE.

RECEIVED FOR RECORD
This 2 day of Oct
1897, at 11 40 o'clock A M.
and recorded in Record 66
page 271
Milton C Jones
Recorder DeKalb County.

DULY ENTERED FOR TAXATION,
Oct 2 1897
F A Berst
Auditor DeKalb County.
By Gm Ralston Deputy

WM. B. BURFORD, PRINTER, INDIANAPOLIS.

Paid $1.35

This Indenture, Made between Henry P. Stroh SHERIFF OF DeKALB COUNTY, in the State of Indiana, of the first part, and Sarah E Fitch of the County of DeKalb and State of Indiana of the second part, witnesseth; that

Whereas, On the 13th day of July A. D. 1896, at the May Term of the DeKalb Circuit Court. A. D. 1896 Sarah E Fitch recovered by judgment of said Court, in a certain action therein against Perry Fitch, Milford Clark, William Carr, Elmer A Knott, Sarah Fitch and Russell and Company the sum of One thousand, eight hundred and forty nine and 13/100 Dollars for their damages, together with the further sum of Seventy five and 19/100 Dollars for their costs in that behalf expended; and a decree for the sale of all the interest, estate, right and title of the said defendant in and to certain Real Estate described therein as follows, viz: the South East fourth of the North East quarter of Section thirty four (34) and the West half of the North East one fourth of the South West quarter of Section thirty five (35), both in Township thirty three (33) North of Range twelve (12) East in DeKalb County, Indiana.

as by the records thereof remaining in said Court more fully appears, and

Misc

WALPOLE G. COLERICK
ATTORNEY AT LAW
ROOMS 24, 25, 26 AND 27
PIXLEY-LONG BLOCK

FORT WAYNE, IND., Jan. 29, 1908.

Mr. Mathias Fitch,

Dear Sir:-

I have investigated the several questions submitted to me for an opinion by you, in connection with the Yard Ditch, which has been established over the course of Little Cedar Creek in DeKalb County. The facts upon which my opinion on the questions submitted is based are that under the 1907 Drainage Act the Yard Ditch was established; that it will extend to and upon the real estate owned by you; that the overflow, the volume of which will be increased, will damage your real estate not only on that portion where the ditch is to be constructed, but upon other portions thereof; that you have a dam in the course of the old creek which is to be taken out and removed; that your land through which the ditch is to be constructed is not described either in the petition for drainage or in the report of the commissioners; that you are in the possession of the land upon which the ditch is to be constructed, and that it is in your name on the tax duplicate, and that you have never been notified of the institution of the ditch proceeding or of the filing of the report of the commissioners. The facts upon which my opinion is based are important, and therefore if I am in error in the statement of facts my opinion will not be of much importance.

The act of 1907 providing for the drainage of lands provides, among other things, that the petition must state the parcels of land that will be affected by the proposed drainage, and that the names of the owners must be stated in the petition, if known, and if

not that fact must be stated, and then the names of the owners as they appear on the tax duplicate shall be stated in the petition which will be sufficient to give the court jurisdiction if the name of the real owner is unknown and stated to be unknown to the petitioner. In your case the real estate through which the ditch will run is in your name on the tax duplicate and has been in your possession for some years. This requirement is jurisdictional and it is necessary that this portion of the statute be complied with. Again the 1907 act provided that if any such real estate, or the name of any such owner, is not contained in the petition, where the commissioners afterwards change the route of the proposed ditch and bring in other lands, that then the commissioners shall state in their report the new lands to be affected, and the names of the owners in the same manner as is required in a petition. So in this case, not only did the petitioner fail to describe your land, but the commissioners also failed to perform a like duty, and thus the court has never acquired jurisdiction over you or your real estate upon which the ditch is to be constructed. Under the drainage act of 1875, the Supreme Court held in two cases, that the proceeding for the establishment of a ditch under that act could be enjoined if the names of the land owners upon whose lands the ditch was in part constructed were not named in the petition, and had received no notice. In that act it was provided merely that the petition and viewers report should state the lands affected, and the names of the land owners, together

with the route of the ditch, and the court held, that a failure to state the land upon which a portion of the ditch was constructed, or the name of the land owner rendered the proceeding, so far as that land owner and that land was concerned, absolutely void. Therefore if the facts stated by me are correct, I am of the opinion that the proceeding for the Yard Ditch, so far as it affects you and your land upon which the ditch is to be constructed, is void.

If the proceeding as to you and your land is set aside or stayed until notice is given to you so that you will have your day in court, I believe that you can recover damages for the loss of your dam, and for the increased overflow on your real estate produced by the larger volume of water which will pass through the Yard Ditch than that which now passes through the creek. All that you could do now would be to ~~stay~~ enjoin the proceeding on the ground that the court had no jurisdiction, but when that is taken and other proceedings are had making you a party to the ditch proceeding, you could then, if the commissioners did not allow you damages, remonstrate on the ground that you were damaged and not given the same by the commissioners. At that time I believe you could recover damages for the loss of your dam, as well as damages to your real estate by reason of the increased overflow, if any. I understand that you have maintained the dam and a mill for a number of years up to about a year or two ago, when you ceased operating your mill. I do not believe that the fact of your not operating the mill for a year or two would operate to

bar you from recovering damages for the loss of your water power. The act of 1907 expressly provides that the drainage commissioners shall set forth in their report any land rights, easements or "water power" injuriously or beneficially affected. Under this provision it is necessary ~~for~~ if a water power is affected either beneficially or injuriously, that the commissioners state the fact in their report. This means that whatever damages accrue to you by reason of the taking away of your water power must be paid if there are any such damages. As stated by you to me, the dam has existed there for more than twenty years, and probably under an express right from other land owners to maintain it, which would give you the right to continue the same, and the fact that you have failed to take advantage of your water power for a year or two would not preclude you, in my opinion, from recovering damages for the same.

I do not believe that you would have the right to straighten the creek on your land from the terminus of the Yard Ditch to the southern boundary of your land under an arrangement with the land owner south of you, if in so doing it will increase the overflow of the Big Cedar Creek into which the Little Cedar Creek flows. A land owner has the right to straighten a water course on his own land, if it does not operate injuriously to other land owners, but he has no right to change or alter a natural water course in such a way as to injuriously affect others, and therefore, I believe, that it would be doubtful whether you would have the right to so change the course

and when changed deepen and widen the same, even if you can obtain the consent of the land owner south of you. This is upon the assumption that in so doing you will materially affect the overflow of lands along the course of the Rid Cedar Creek, which I understood you to state to me.

Yours truly,
W.G. Colerick

In the Matter of the Drainage of Willow Creek } In the Superior Court of Allen County.

You are hereby notified that on the 6th day of July, 1908, a petition for the drainage of the land which finds its outlet in said Willow Creek was filed in the Superior Court of Allen County.

That on the 15th day of September, 1908, such petition was docketed as an action pending in said County.

That on the 14th day of October said Court appointed David F. Spindler, George Shookman and Charles F, Baker as Commissioners of Drainage to view said matter.

That they did on the 1st day of March, 1909, file their report recommending the establishment and construction of the following ditches and drains.

A main ditch commencing about thirty (30) rods south of the family residence and homestead on the farm now owned by Mrs. Hannah Galloway, in the south west quarter of section fourteen, Township Thirty-two, N. Range eleven East; thence south and south easterly along the lowest land till it reaches the ditch that has heretofore been the outlet towards Willow Creek; thence following said ditch and creek till Cedar Creek is reached near the north east corner of Section nine in Township Thirty-two, N. Range twelve east, together with the following branches:

Branch No. 2 to commence on the land of John H. Smith near the east line of said land of Hannah Galloway 30 rods south and 110 feet east of the center of section 14, tp. 32, R. 11 E., then west following the lowest ground till it comes to said main ditch.

being the south half of the north east quarter of

In the Matter of the Drainage of Willow Creek } In the Superior Court of Allen County.

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Branch No. 2 to commence on the land of John H. Smith near the east line of said land of Hannah Galloway 30 rods south and 110 feet east of the center of section 14, tp. 32, R. 11 E., then west following the lowest ground till it comes to said main ditch.

Branch No. 3 commencing on the land of ~~Fred and~~ Gertrude Foss being the south half of the north east quarter of section Twenty-three in said Eel River Township, about eighty rods west of the residence of said Foss, thence northerly along the most advantageous route till it reaches the said main ditch.

Branch No. 4 commencing on the land of Luther Greenwell, the north east quarter of the north east quarter of section fourteen, 40 rods south and 25 rods west of the north east corner thereof. Thence following the lower land in first a westerly thence a southerly and thence a south easterly direction to the main ditch, emptying therein at Station 69

Branch No. 6 commencing on the west end of the right of way of the Grand Rapids and Indiana Railroad Company in section 19, Tp. 32 R. 12 when it crosses the Bowser ditch, thence west and north down said Bowser ditch till it joins the main ditch

Branch No. 7 commencing at the junction of the Hatch and Ballou ditch in section 13, Tp. 32, R. 11, thence down the Ballou ditch to the main ditch.

Branch No. 8 commencing on the west side of the highway on east line of section 25, Tp. 33, R. 10, Green Townshis Noble County Indiana on the land of Mologick, in the Smith ditch, then southerly to the Truelove bridge, thence easterly and south easterly through sections 31, 32 and 33 in Swann Township, in said Noble County, and sections 2 and 1 in Eel River Township and sections 6, 7, 8 and 9 in Perry Township, Allen County, till it joins the main ditch and from there down said main ditch to the lower end thereof in said Cedar Creek.

Branch No. 9 commencing in the Creek that now constitutes the outlet of the White Lake, 210 feet west of the line dividing the land of Charles Miller and Alice Sloffer in section 2, in said Eel River Township, thence easterly till it joins with Branch No. 8.

Branch No. 10, a tile ditch, beginning on east side of highway 100 feet North of N. W. corner of S. W. ¼ S. W. ¼ of section 2 in said Eel River Township, on land of McCloe, thence S. E across said McCloe and Charles Miller land on the most advantageous route till it joins Branch No 9.

Branch No. 11, a tile drain, beginning 105 feet N of the N. E corner of the land of Charles Miller, that being S, W. ¼ S W. ¼ of said cection 2, in Eel River; thence south west and southerly on the cheapest and best route till it joins Branch No. 10

Branch No. 12, a tile ditch, beginning at a point 185 feet N. of the S W. corner of the S. W. ¼ S. W. ¼ in said section 2, on the land of Charles Miller, then on the most advantageous route till it reaches Branch No. 9.

Branch No. 13, a tile drain, beginning on the line of the land dividing the land of Mabel Rich and Charles Miller in the S W ¼ of S. W. ¼ said section 2 on the line dividing the land of Charles Miller and Mabel Rich, thence northerly in conjunction with No 12 till they empty in Branch No. 9.

Branch No. 14, a tile drain, beginning at a point 110 feet N. of S. E. corner of S. W. ¼ S W, ¼ of said section 2, thence over the most available route to its best outlet in Branch No. 12.

Branch No. 15 a tile drain, commencing on the land of Commodore Mathews, 70 rods South and 40 rods East of N. quarter corner of section 11 in said Eel River Township, thence westerly and northerly to said Branch No. 9, across the land of Dancer, Rich and Miller.

Branch No. 16, a tile drain beginning 15 rods East of S E. corner W: ½ S. E. ¼ section 2, thence north westerly across the lands of the heirs of Samuel Mathews and Ai Rich to the main ditch.

Branch No. 17, an open ditch commencing at the south east corner of section 31, Tp 33 N., Range 12 E., Dekalb County then southerly, but mostly in a westerly direction, crossing the land of Wheeler, Kraumlauf, the G. R & I. right of way, Alice Sloffer and Orndorff till it reaches main ditch.

Branch No. 18, a tile drain, beginning on the land of Alice Sloffer N. W. ¼ N. E. ¼, Section 1, Eel River Tp. near the road, thence south across land of Cobbs and McCarty to the ditch.

Branch No 20, a tile drain, beginning 40 rods E. of E. line of section 31, Tp., 33, Range 11 East, on land of Oliver Fulk, near N. E corner S. E. ¼ of said section 31, thence in north easterly direction crossing land of Graves and Leahy to Branch 8.

Branch No 21, a tile drain, starting on line between land of George H. Weller and Charles Sloffer in pond near S. W. corner of S E ¼ section 34, Tp. 33, Range 11 E. thence north easterly to the right of way of the Vandalia railroad; thence on the right of way of said railroad to the Branch ditch No. 8, crossing land of Philip Gauss, Mary Wappes and Joseph Wappes.

Branch A of 21, beginning on North line of right of way of Vandalia Railroad in N. E. ¼ of S. E ½ of section 34, Tp. 33 N Range 11 E. Noble County thence easterly and southerly across the land of Philip Gause, the Vandalia Railroad et al, to said Branch 21.

Branch B. of 21 commencing at a point 92 rods south of south corners of sections 34 and 35, Tp. 33 north Range 11 east Noble County then northerly to said Branch 21.

Branch No. 22, a tile ditch, starting on land of Mary E. Weller 30 rods N. of S. E. corner of section 34, Tp. 33, Range 11 E. thence S. W. thence S. Easterly, thence E across land of Freeman Fogle, Perry and Sloffer to Branch No. 8.

Branch No. 23, a tile drain, commencing on the west line of Edward Tresche, near the north west corner S. W. ¼ of section 31, Tp. 33 N. Range 12 East DeKalb County; thence following the tile drain across the land of J. F. Perry and across Frank Whan land in section 36, Swan Tp., thence south across the County line into Allen County, on the land of John Sloffer on the low land to Branch No. 8.

Branch No. 24, a tile drain, commencing at N. W. corner of S. E. ¼ S. E ¼, section 35, Tp. 33, Range 11 East, on land of Montooth; thence east and southerly into Branch No. 8.

Branch No. 25, a tile drain commencing 5 rods north and 25 rods east of N. W. corner S. E. ¼ S. E. ¼ section 35, Tp. 33 Range 11 East, thence south till it joins Branch No. 24.

Branch No. 26, a tile drain, commencing 60 rods north of Allen County line and 12 rods west of S. E. corner of Bossler land in S. E. ¼ of section 35, at mouth of tile: thence easterly to Branch No. 8.

Branch No. 27, a tile drain, commencing 30 rods west and 25 rods north of south east corner of Noble County, then south easterly following tile drain, lowering the same along most advantageous route till it joins Branch No. 17.

Branch No. 29, a tile drain, commencing near center of north west ¼ of south west ¼ of section 25, Green Township, on the land of S. S. Diffendarfer, then east and south to Branch 8, and a Branch thereto.

Branch No. 30, beginning on the line between the lands of Hannah Wilkenson and Clemens Eicholdt in S. E. ¼ N. W. ¼, section 30, Tp. 33, north Range 11 East Noble County, thence in a southerly direction over the lands of Wilkenson Eicholdt, Koscielney, Hottinger, Garstka, Richards to Branch 8 at Station 103 and 70.

That the report of said Commissioners describes certain tracts of land as affected and benefitted that are not named or described in the petition and the Court has set Saturday, the 20th day of March, 1909, as the day when he will hear the same and the day on or before which you should file any and all remonstrances or objections thereto, if any you have.

John H. Smith
Elmer Pepple
James Graves
S.S. Diffendarfer
C. L. Greenwell
R. A. Cobb
D. W. Baird

Mary E. Weller
Albert Pepple
Henry C. Strong
W. J. Christlieb
G. W. Houser
C. P. Mathews
Trustee Eel River Township

W. D. Freeman
Daniel Harrold
Charles Richards
M. J. Christlieb
E. L. Hall
Anna E. Rich Dickes

A. F. McCloe
Francena Klinger
Seth S. Bonar
Frederick H. Foss
Geo. V. Kell
G. W. Dancer
Fisher C. West

Charles Miller
J. T. Sheets
Albert Truelove
J. R. Shoaff
Wm. Burrel
Perry B. Simon
Jay F. Perry

John Sloffer
A. H. Bosler
James Tarlton
Anna Shoaff
A. J. Rich
Frank Whan
E. H. Treesh

County, then

lowering the same along most advantageous route till it joins Branch No. 17.

Branch No. 29, a tile drain, commencing near center of north west ¼ of south west ¼ of section 25, Green Township, on the land of S. S. Diffendarfer, then east and south to Branch 8, and a Branch thereto.

Branch No. 30, beginning on the line between the lands of Hannah Wilkenson and Clemens Eicholdt in S. E. ¼ N. W. ¼, section 30, Tp. 33, north Range 11 East Noble County, thence in a southerly direction over the lands of Wilkenson Eicholdt, Koscielney, Hottinger, Garstka, Richards to Branch 8 at Station 103 and 70.

That the report of said Commissioners describes certain tracts of land as affected and benefitted that are not named or described in the petition and the Court has set Saturday, the 20th day of March, 1909, as the day when he will hear the same and the day on or before which you should file any and all remonstrances or objections thereto, if any you have.

John H. Smith
Elmer Pepple
James Graves
S.S. Diffendarfer
C. L. Greenwell
R. A. Cobb
D. W. Baird
Mary E. Weller
Albert Pepple
Henry C. Strong
W. J. Christlieb
G. W. Houser
C. P. Mathews
Trustee Eel River Township
W. D. Freeman
Daniel Harrold
Charles Richards
M. J. Christlieb
E. L. Hall
Anna E. Rich Dickes
A. F. McCloe
Francena Klinger
Seth S. Bonar
Frederick H. Foss
Geo. V. Kell
G. W. Dancer
Fisher C. West
Charles Miller
J. T. Sheets
Albert Truelove
J. R. Shoaff
Wm. Burrel
Perry B. Simon
Jay F. Perry
John Sloffer
A. H. Bosler
James Tarlton
Anna Shoaff
A. J. Rich
Frank Whan
E. H. Treesh

Mason and Guillaume to Mathias

Chattel Mortgage

This Indenture Witnesseth, that Rubin Mason and Paul Guillaume of Allen County and State of Indiana, in consideration of the sum of One Hundred and Thirty-Five ($135) dollars in hand paid by Mathias Fitch of Allen County and State of Indiana, have bargained and sold and do hereby sell and convey to the said Mathias Fitch the goods and chattels described as follows, to wit:

Two brown horses, one of which is eight years old, and the other ten years old, one Roan Mare, about twelve years old, and the undivided one half interest in Two Black Cows, one Red cow and one Roan Cow, all of which are lockted on the following described real estate in Allen County, Indiana. The North West quarter of Section Fifteen (15) in Township Thirty Two (32) North of Range Twelve (12) East.

Provided always, and these presents are upon this condition, that whereas, the said Rubin Mason and Paul Guillaume are indebted to the said Mathias Fitch in the sum of One Hundred and Thirty Five dollars with interest thereon at 6 per cent, per annum, evidenced by one note of even date, as follows: executed by the Mortgagor to the mortgagee for said sum of one hundred and thirty five dollars payable on or before one year after date at the Hamilton National Bank of Fort Wayne, Indiana, with 6 per cent interest per annum, and providing for attorney fees.

Now, if the said Rubin Mason and Paul Guillaume shall punctually pay said sum of money with interest, when the same shall become due, and not encumber, dispose of, or remove said mortgaged property from said Allen County, then this conveyance to be void, otherwise to be in full force. The said Rubin Mason and Paul Guillaume. The said Ruben Mason and Paul Guillaume are to retain possession of said property until the debt becomes due or until default is made in some one of the conditions hereof, and upon such default or in the event the said property shall come into the hands of a receiver, assignee, trustee or public officer, the said mortgagee shall be entitled and is hereby expressly authorized and empowered to immediately take possession and seize the above described goods and chattels, and sell the same at public auction, upon first giving ten days' notice in writing to the grantors, their agents or assigns, of the time and place of said sale, and to retain from the proceeds derived thereon, the amount of money hereby secured, with interest at the rate of 6 per cent, per annum, including all costs, charges, and expenses incurred or sustained by the said Mathias Fitch in relation to said property, and to dishcarge any claims or liens of third persons effecting the same, rendering the surplus to the grantors, their assigns. And the mortgagors agree to keep said property insured to its full value in favor of the mortgagee and to pay all taxes therein and to pay said indebtedness, together with interest at said rate and reasonable attorney's fees, without relief from valuation or appraisement laws, dated this 28th day of April 1900.

Rubin Mason
Paul Guillaume

Mason and Guillaume to Mathias

Chattel Mortgage

This Indenture Witnesseth, that Rubin Mason and Paul Guillaume of Allen County and State of Indiana, in consideration of the sum of One Hundred and Thirty-Five ($135) dollars in hand paid by Mathias Fitch of Allen County and State of Indiana, have bargained and sold and do hereby sell and convey to the said Mathias Fitch the goods and chattels described as follows, to wit:

Two brown horses, one of which is eight years old, and the other ten years old, one Roan Mare, about twelve years old, and the undivided one half interest in Two Black Cows, one Red cow and one Roan Cow, all of which are lockted on the following described real estate in Allen County, Indiana. The North West quarter of Section Fifteen (15) in Township Thirty Two (32) North of Range Twelve (12) East.

Provided always, and these presents are upon this condition, that whereas, the said Rubin Mason and Paul Guillaume are indebted to the said Mathias Fitch in the sum of One Hundred and Thirty Five dollars with interest thereon at 6 per cent, per annum, evidenced by one note of even date, as follows: executed by the Mortgagor to the mortgagee for said sum of one hundred and thirty five dollars payable on or before one year after date at the Hamilton National Bank of Fort Wayne, Indiana, with 6 per cent interest per annum, and providing for attorney fees.

Now, if the said Rubin Mason and Paul Guillaume shall punctually pay said sum of money with interest, when the same shall become due, and not encumber, dispose of, or remove said mortgaged property from said Allen County, then this conveyance to be void, otherwise to be in full force. The said Rubin Mason and Paul Guillaume. The said Ruben Mason and Paul Guillaume are to retain possession of said property until the debt becomes due or until default is made in some one of the conditions hereof, and upon such default or in the event the said property shall come into the hands of a receiver, assignee, trustee or public officer, the said mortgagee shall be entitled and is hereby expressly authorized and empowered to immediately take possession and seize the above described goods and chattels, and sell the same at public auction, upon first giving ten days' notice in writing to the grantors, their agents or assigns, of the time and place of said sale, and to retain from the proceeds derived thereon, the amount of money hereby secured, with interest at the rate of 6 per cent, per annum, including all costs, charges, and expenses incurred or sustained by the said Mathias Fitch in relation to said property, and to dishcarge any claims or liens of third persons effecting the same, rendering the surplus to the grantors, their assigns. And the mortgagors agree to keep said property insured to its full value in favor of the mortgagee and to pay all taxes therein and to pay said indebtedness, together with interest at said rate and reasonable attorney's fees, without relief from valuation or appraisement laws, dated this 28th day of April 1900.

Rubin Mason
Paul Guillaume

E,

[illegible]

Chattel Mortgage.

FROM

Ruben Mason and

Paul Guillaume

TO

mathias Fitch

RECEIVED FOR RECORD

This 28" *day of* April,

A. D. 1900, *at* 12 *o'clock* — *M., and recorded in Record* 13 *Page* 444

W.A. Reichelderfer,

Recorder for Allen *County.*

Recorder's Fees, - - $ 1.00

PRINTED AND SOLD BY

SIEMON & BROTHER,

50 CALHOUN STREET,

FORT WAYNE, - *INDIANA.*

Pd,

CHATTEL MORTGAGE—Printed and sold by SIEMON & BROTHER, Fort Wayne, Ind.

This Indenture Witnesseth, *That* Rubin Mason and Paul Guillaume of — Allen — *County and State of Indiana, in consideration of the sum of* — One hundred and thirty five (135.00) — DOLLARS *in hand paid by* — Mathias Fitch — *of* — Allen — *County, and State of* Indiana — *have bargained and sold, and do — hereby SELL AND CONVEY to the said* Mathias Fitch *the goods and chattels described as follows, to-wit:* Two Brown horses, one of which is eight years old, and the other ten years old, - One Roan Mare, about twelve years old, and the undivided one half interest in Two Black cows, One Red cow and one Roan Cow,

All of which are lockted on the following described real estate, in Allen County, Indiana: The Northwest quarter (1/4) of Section fifteen (15) in Township Thirty two (32) north of Range Twelve (12) East,

Provided always, and these presents are upon this condition, that whereas, the said Rubin Mason and Paul Guillaume are ~~is~~ *indebted to the said* — Mathias Fitch — *in the sum of* One hundred and Thirty Five DOLLARS, *with interest thereon at* 6 *per cent. per annum, evidenced by* one *note of even date, as follows:* executed by the mortgagors to the mortgagee for said sum of One hundred and thirty five dollars, payable on or before one year after date at the Hamilton National Bank of Fort Wayne, Indiana, with six percent interest per annum, and providing for attorney fees

Now, if the said Rubin Mason and Paul Guillaume *shall punctually pay said sums of money with interest, when the same shall* ~~severally~~ *become due, and not encumber, dispose of, or remove said mortgaged property from said* Allen *County, then this conveyance to be void, otherwise to be in full force. The said* Ruben Mason and Paul Guillaume are ~~is~~ *to retain possession of said property until said debt becomes due or until default is made in some one of the conditions hereof, and upon such default, or in the event the said property shall come into the hands of a receiver, assignee, trustee or public officer, the said mortgagee shall be entitled and is hereby expressly authorized and empowered to immediately take possession and seize the above described goods and chattels, and sell the same at public auction, upon first giving ten days' notice in writing to the grantors* ~~his~~ their *agents or assigns, of the time and place of said sale, and to retain from the proceeds derived therefrom, the amount of money hereby secured, with interest at the rate of* 6 *per cent. per annum, including all costs, charges and expenses incurred or sustained by the said* — Mathias Fitch *in relation to said property, and to discharge any claims or liens of third persons affecting the same, rendering the surplus to the grantors or* ~~his~~ their *assigns. And the mortgagors agree to keep said property insured to its full value in favor of the mortgagee, and to pay all taxes thereon; and to pay said indebtedness, together with interest at said rate and reasonable attorney's fees, without relief from valuation or appraisement laws.*

Dated this 28th *day of* April ~~18~~ 1900

Rubin Mason [SEAL.]
Paul Guillaume [SEAL.]
[SEAL.]

therefrom, the amount of money hereby secured, with interest at the rate of 6 per cent. per annum, including all costs, charges and expenses incurred or sustained by the said Mathias Fitch in relation to said property, and to discharge any claims or liens of third persons affecting the same, rendering the surplus to the grantors or ~~his~~ their assigns. And the mortgagors agree to keep said property insured to its full value in favor of the mortgagee, and to pay all taxes thereon; and to pay said indebtedness, together with interest at said rate and reasonable attorney's fees, without relief from valuation or appraisement laws.

Dated this 28th day of April ~~189~~ 1900

Rolin Madon [SEAL.]
Paul Guillaume [SEAL.]
[SEAL.]

Sarah E. Fitch
Estate

State of Indiana, Allen County, ss:

Before me, this 28" *day of* April, ~~189~~ 1900, *personally came the within named* Ruben Mason and Paul Guillaume *and acknowledged the execution of the annexed mortgage to be* their *voluntary act and deed,*

WITNESS, My hand and Notarial Seal,

Guy Colerick *Notary Public.*

Commission Expires [illegible]

State of Indiana, [illegible] County, ss:

being duly sworn, on oath says

the grantor in the within mortgage; that *the owner of every article of personal property therein described and in the possession of the same, and that the same is free of all incumbrances and liens of every kind. And to this affiant makes oath for the purpose of inducing the mortgagee to make* *a loan of money as therein stipulated.*

Subscribed and sworn to, this *day of* 189

Notary Public.

[illegible]

Chattel Mortgage.

FROM

Ruben Mason and Paul Guillaume

TO

Mathias Fitch

RECEIVED FOR RECORD

This 28" *day of* April, *A. D.* 1900, *at* 12 *o'clock* — *M., and recorded in Record* 13 *Page* 444

W.A. Bicheldorfer,

Recorder for Allen *County.*

Recorder's Fees, - - $ 1.00

PRINTED AND SOLD BY
SIEMON & BROTHER,
50 CALHOUN STREET,
FORT WAYNE, - INDIANA.

Pd.

Sarah E. Fitch
Estate

Sarah E. Fitch estate

In the Matter of the Estate of Sarah E. Fitch, Dec'd
Mathias Fitch Administrator of the Estate of Sarah E. Fitch, Dec'd
vs
Amos Fitch, et al In the Allen Circuit Court, September Term 1908

To the Honorable Edward O'Rourke, Judge of said Court:

The undersigned being heirs at law of the decedent Sarah E. Fitch hereby waive the issuance of notice to them and each of them of the filing and pendency of the petition and ask the court that said administrator is by the court ordered to sell the real estate in said petition described, namely, about 20 acres of land situate in Section Four (4) in Perry Township, in said County and State, that said order provide that said real estate be sold at private sale for not less than its full appraised value and said real estate being appraised at less than One Thousand dollars that said administrator that said administrator be allowed to sell the same without giving notice of such sale.

Mrs. Jennie Fitch Beers
Levi Beers
Mrs. Francelia Fair

State of Colorado, County of Grover

Personally appeared before me the undersigned Notary Public in and for said county and state, Francelia Fair and Christian N. Fair, her husband, who acknowledged the execution of the above and forefoing instrument.

Personally appeared before the undersigned Notary Public in and for said County and State, Jenny F. Beers and Levi Beers, her husband, who acknowledged the execution of the above and foregoing instrument. Witness my hand and seal this 10 day of November, 1908, Thomas Motland (Hotland, Holland), Notary Public. My Commission expires June 14, 1909.

STATE OF INDIANA

ALLEN COUNTY.

In the Matter of the Estate :
of Sarah E. Fitch, Dec'd. :

Mathias Fitch Administrator of the :	
Estate of Sarah E. Fitch Dec'd. :	In the Allen Circuit Court
vs :	September Term 1908.
Amos Fitch, et al. :	

To the Honorable Edward O'Rourke Judge of said Court:-

The undersigned being heirs at law of the decedent Sarah E. Fitch hereby waive the issuance of notice to them and each of them of the filing and pendency of the petition of the administrator in the above entitled matter to sell the real estate of said decedent, and hereby appear to said petition and ask the court that said administrator be by the court ordered to sell the real estate in said petition described, namely, about twenty acres of land situate in Section four (4) in Perry Township, in said County and State; that said order provide that said real estate be sold at private sale for not less than its full appraised value and said real estate being appraised at less than One thousand dollars that said administrator be allowed to sell the same without giving notice of such sale.

Allen Fitch
Charles Fitch
Emma L. Fitch
Loxann Fitch

STATE OF INDIANA

ALLEN COUNTY.

In the Matter of the Estate :
of Sarah E. Fitch, Dec'd. :

Mathias Fitch Administrator of the :
Estate of Sarah E. Fitch Dec'd. : In the Allen Circuit Court
vs : September Term 190[illegible].
Amos Fitch, et al. :

To the Honorable Edward O'Rourke Judge of said Court:-

The undersigned being heirs at law of the decedent Sarah E. Fitch hereby waive the issuance of notice to them and each of them of the filing and pendency of the petition of the administrator in the above entitled matter to sell the real estate of said decedent, and hereby appear to said petition and ask the court that said administrator be by the court ordered to sell the real estate in said petition described, namely, about twenty acres of land situate in Section four (4) in Perry Township, in said County and State; that said order provide that said real estate be sold at private sale for not less than its full appraised value and said real estate being appraised at less than One thousand dollars that said administrator be allowed to sell the same without giving notice of such sale.

Mrs Jennie Fitch Beers

Levi Beers

Mrs Francelia Fair

State of Colorado

County of Prowers SS:

Personally appeared before the undersigned Notary Public in and for said County and State, Francelia Fair and Christian H. Fair her husband, who acknowledged the execution of the above and foregoing instrument.

WITNESS my hand and seal this ____ day of __________ 1908.

My Comission Ex..

Notary Public.

State of Colorado

County of Prowers SS

Personaly appeared befou the undersigned notary Public in and for said County and state, Jenny T. Buro and Levi Buro her husband, who acknowledged the execution of the above and foregoing instrument.

Witness my hand and seal this 10 day of Nov 1908

My Commission ex.

Thomas Holland
Notary Public

My Commission Expires June 14, 1909.

STATE OF INDIANA

ALLEN COUNTY.

In the Matter of the Estate :
of Sarah E. Fitch, Dec'd. :

Mathias Fitch Administrator of the :
Estate of Sarah E. Fitch Dec'd. :
vs :
Amos Fitch, et al. :

In Allen Circuit Court,
September Term 1908.

To the Honorable Edward O'Rourke Judge of said Court:-

The undersigned being xkkxxhx heirs at law of the decedent Sarah E. Fitch hereby waive the issuance of notice to them and each of them of the filing and pendency of the petition of the administrator in the above entitled matter to sell the real estate of said decedent, and hereby appear to said petition and ask the court that said administrator be by the court ordered to sell the real estate in said petition described, namely, about twenty acres of land situate in Section four (4) in Perry Township, in said County and State; that said order provide that said real estate be sold at private sale for not less than its full appraised value and said real estate being appraised at less than One thousand dollars that said administrator be allowed to sell the same without giving notice of such sale.

Emma Hartzell
Allen T Hartzell
Ida F. Mason
Kelsey Fitch
Wm. S. Fitch
Lucinda Fitch
Artie Fitch

Mrs Sarah E Stratton
M. A. Mason

State of Indiana.

County of Allen SS:

Personally appeared before the undersigned Notary Public in and for said County and State, William S. Fitch and Lucinda Fitch his wife, ~~[illegible]~~ Kelsey Fitch and Artie Fitch his wife, Ida J. Mason and Melvin E. Mason her husband, Emma Hartzell and Allen Hartzell her husband and Sarah E. Stratton, who acknowledged the execution of the above and foregoing instrument.

WITNESS my hand and seal this 23rd day of October 1908.

My Commission Ex.
Jan. 22-1911.

Bertha Krudop
Notary Public.

State of Wiscounsin,

County of ________

Personally appeared before the subscriber a Notary Public within and for said County and State, Oliver Fitch and ________ Fitch his wife, who acknowledged the execution of the above and foregoing instrument.

WITNESS my hand and seal this _____ day of ________ 190 .

My Commission Ex.
____

____
Notary Public.

STATE OF INDIANA

ALLEN COUNTY.

In the Matter of the Estate :
of Sarah E. Fitch, Dec'd. :

Nathias Fitch Administrator of the :
Estate of Sarah E. Fitch Dec'd. :
vs :
Amos Fitch, et al. :

In Allen Circuit Court,
September Term 1908.

To the Honorable Edward O'Rourke Judge of said Court:-

The undersigned being ~~xxxxxxx~~ heirs at law of the decedent Sarah E. Fitch hereby waive the issuance of notice to them and each of them of the filing and pendency of the petition of the administrator in the above entitled matter to sell the real estate of said decedent, and hereby appear to said petition and ask the court that said administrator be by the court ordered to sell the real estate in said petition described, namely, about twenty acres of land situate in Section four (4) in Perry Township, in said County and State; that said order provide that said real estate be sold at private sale for not less than its full appraised value and said real estate being appraised at less than One thousand dollars that said administrator be allowed to sell the same without giving notice of such sale.

Emma Hartzell
Allen T Hartzell
Ida F. Mason
Kelsey Fitch
Wm S. Fitch
Lucinda Fitch
Artie Fitch

Mrs Sarah E Stratton
M. A. Mason

GUY COLERICK
ATTORNEY AT LAW
PIXLEY LONG BUILDING
FORT WAYNE, INDIANA

Fair Ditch	$36.00
Taxes 1909	36.08
Mounment	82.00
Notary Public	.75
Which with amount to be paid to heirs	1586.84
Making	$1741.67

You are to receive before paying this sum from Mrs, Beers the sum of $181.64 which will leave as the money that you must now have which will be added to the money Mrs. Beers must pay in order to settle up the estate the sum of $1560.03.

In looking over your statement that you have prepared you charged yourself with a total of $3197.75. This includes the $300 that you had charged yourself for on the mortgages which when deducted leaves as the amount you charged yourself with in your statement $2897.75. To this must be added the amount of the stove, namely, $5.00 making $2902.75.

Your same statement showed $887.40 of expenditures, but after you came to the office we found other expenses which had to be ~~paid~~ added to that amount, namely.

Mortgage release	.40
Notary Public	.75
Costs	17.50
Taxes	36.08
Taxes which you had left out of your statement	15.73
which with the expenses you had on your statement	807.40
Making	839.86

You had contained in your statement of expenditures the sum of $38.00 for taxes which should be stricken therefrom and when ~~this sum $2~~ this sum $38 is deducted from $877.86 of expenditures it leaves as your total expenditure $839.86.

State of Minnesota

County of Dakota SS:

Personally appeared before the undersigned Notary Public in and for said County and State, Charles Fitch and Luana Fitch his wife and Allen Fitch and Emma L. Fitch his wife, who acknowledged the execution of the above and foregoing instrument.

WITNESS my hand and seal this 20th day of October 1908.

Chas W. Clark
Notary Public.
Dakota Co
Minn

My Commission Ex.,
Aug 8th 1913

GUY COLERICK
ATTORNEY AT LAW
PIXLEY LONG BUILDING
FORT WAYNE, INDIANA

Fort Wayne, Indiana, Dec. 24, 1909

Mr. Mathias Fitch,
City.

Dear Sir:

Enclosed find a copy of your final settlement report which you had better carefully read and prove the figures before we file the same.

Under this report you will notice that the amount to be paid the children of the mother is $158.68. In making your payment to your sister Jennie F. Beers you will take the $158.68 due to her and the $158.68 due to your sister Ida Mason, making $317.36. Add thereto the sum of $200 due to Mrs. Beers on her claim which will make $517.36. Deduct that amount from the $699 due from Mrs. Beers on her note and this will leave the sum of $181.64 to be paid by Mrs. Beers in full on the $699 note against her.

You will then have to pay to the remaining children of your mother other than yourself, Mrs. Mason and Mrs. Beers and leaving nine to be so paid the sum of $158.68 making $1428.12.

You will have to also pay to the eight grandchildren the sum of $19.84, making $158.72. This will make altogether the sum that will have to be paid out ~~of~~ on distribution $1586.84, being the amount produced by adding the amount to be so paid to the children and the amounts to be so paid to the grandchildren.

In addition to this amount which must be paid out will be the following.

NO__________

In the Allen Circuit Court.

In the matter of the estate

of

Sarah Fitch, deceased,

Administrator's Final Settlement Report.

Guy Colerick,
Attorney for the Estate.

STATE OF INDIANA,

ALLEN COUNTY.

In the matter of the estate of Sarah Fitch, deceased,	IN THE ALLEN CIRCUIT COURT, NOVEMBER TERM, 1909.

To the Honorable Edward O'Rourke, Judge of Said Court:

Mathias Fitch, as administrator, of the estate of sarah Fitch, deceased, makes the following final settlement report:

He is chargeable with the following sums of money received by him as such administrator:

1. To amount chargeable with as shown by Inventory No. 1 filed on the 19th day of October 1908.	$2,536.18
2. To amount received by him from the sale of personal property over and above the appraised value thereof, being the personal property described on page 1 of said Inventory excepting the stove there mentioned.	24.09
3. To amount of interest, over and above that charged in the Inventory, received in the collection of the certificates of deposites and notes described on page 3 of said Inventory.	352.48
WHOLE AMOUNT CHARGEABLE WITH	$2,912.75

He claims credit for the following sums of money disbursed by him in the payment of debts and costs and expenses of administration:

1. To amount paid County Treasurer for 2nd installment of taxes for the year 1907 on real estate owned by decedent.	$14.73
2. To amount paid County Treasurer, taxes for 1st installment of year 1908.	24.20
3. To amount paid County Treasurer for taxes on real estate owned by decedent for the 2nd installment of 1908	15.73
Amount carried forward.	$54.66

Mathias Fitch
Estate

Amount brought forward	54.66
4. To amount paid County Treasurer for taxes on real estate owned by decedent for the 2nd installment of 1907 on real estate occupied by decedent at the time of her death under a lease from David Fitch under which she was to pay the taxes.	15.77
5. To amount paid County Treasurer ditch assessment for the construction of Willow Creek Ditch against real estate of decedent.	.78
6. To amount paid County Treasurer ditch assessment for the construction of Fair & Thruch Ditch against the land of decedent. The amount hereof has not been paid but is the exact amount of the assessment and the receipt therefor will be hereafter attached to this report.	36.00
7. To amount retained for the payment to the County Treasurer for taxes on personalty and realty of decedent for both installments for the year 1909.	36.08
8. To amount paid Dr. Breenwell for medical services rendered decedent in her life time	58.80
9. To amount paid Adams & Delgard for casket and other funeral expenses	225.00
10. To amount paid Rev. Brunner for services rendered at funeral of decedent	20.00
11. To amount paid for grave of decedent	8.95
12. To amount retained for the payment of Monument at grave of decedent which is being constructed under contract.	82.00
13. To amount paid Insurance Company for assessment of insurance on real estate of decedent.	1.62
14. To amount paid Telephone Company for telephone in house of decedent.	6.55
15. To amount paid Jennie F. Beers being the amount allowed her on her claim	200.00
16. To amount paid Guy Colerick for services rendered as attorney for Estate.	75.00
Amount carried forward.	821.21

Mathias Fitch
Estate

Amount brought forward.	$821. 21
17. To amoutn paid for notarial services and in releasing mortgages under order of Court	$1.15
18. To amount paid Joseph N. Mason, costs of administration in full, including this report.	17.50
19. To amount of credit on excess appraisement of stove of decedent. This stove was appraised at $15 but cannot be sole by administrator and he is willing to take same at a valuation of $5 the amount to be applied as his share on the assets of the estate. He is also willing to allow any one else interested take the same at the same valuation. The amount of rebate or credit is	10.00
FULL AMOUNT SO DISBURSED	$849.86
WHOLE AMOUNT CHARGEABLE WITH AS ABOVE SHOWN	2912.75
WHOLE AMOUNT DISBURSED AS ABOVE SHOWN	849.86
This leaves in his hands for distribution	2062.89

He further reports that said amount left in his hands for distribution, namely, $2062.89 is to be dis ributed between twelve children of decedent, each receiving one-thirteenth thereof and between the children of a deceased child who are to receive, equally between them, the remaining one-thirteenth thereof; that said remaining one-thirteenth to be so divided between said children of said deceased child is to be divided into eight equal parts there being eight of said grandchildren, and in this way the amounts left in his hands for distribution will be divided as follows:

Mathias Fitch	158.68
Jennie [illegible]	158.68
Charles Fitch	158.68
Amos Fitch	158.68
Ida Mason	158.68
Allen Fitch,	158.68
Sarah Stratton,	158.68
Emma Hartzell	158.68
Fitela Cloyd	158.68
Francelia Fair	158.68
David Fitch	158.68
Harvey Fitch	158.69
William Fitch	19.84
Bert Fitch	19.84
Oliver Fitch	19.84
Kelsie Fitch ,	19.84
George Fitch	19.84
Frank Fitch	19.84

Mathias Fitch
Estate

Claude Fitch	19.84
Pearl Fitch	19.84
WHOLE AMOUNT SO DISBURSED	$2062.89

He further reports that under an order of Court he caused to be cancalled the four mortgages executed by Amos Fitch, Harvey Fitch, Allen Fitch and Mathias Fitch, respectively, to decedent said mortgage each providing that the mortgagors should pay to the decedent a certain sum annually during her life time, but that such payments should cease upon her death and said mortgages be cancelled of record; that he filed his petition with this Court asking for a cancellation of said mortgages and was authorized by the order of this Court to cancel the record of each of them, and therefore no amount due under said mortgages during the life time of the decedent were accounted for by him as such administrator.

He further reports that more than one yearshas elasped since notice of his appointment as such administrator was given and that there remains nothing to be done in said estate.

He further reports that he has made no charge for his services as such administrator.

Wherefore he prays that this report be approved and that he be ~~hx~~ ordered to pay to the heirs of the decedent as above set out the amount set opposite their names respectively and that when he has made such payments that he be discharged and the estate finally closed. All of which is respectfully Submitted.

As such administrator.

State of Indiana, Allen County, SS:

Mathias Fitch being duly sworn on his oath that the facts stated in his above and foregoing final settlement report are true as therein set out; that the same ~~[illegible]~~ contains ~~is~~ a true and perfect account of all the sums with which he is chargeable and of the credits ~~with~~ which he is entitled.

Subscribed and sworn to this ________ day of ______________ 19___

My Commission Expires ______________

Notary Public.

Mathias Fitch
Estate

STATE OF INDIANA
SS
COUNTY OF ALLEN

IN THE MATTER OF THE	:	
ESTATE OF MATHIAS	:	IN THE ALLEN SUPERIOR COURT
FITCH, DECEASED.	:	No. 2.

TO THE HONORABLE HARRY W. MULLER, JUDGE OF SAID COURT:

The undersigned, Guy Colerick, as Executor of the Last Will and Estate of Mathias Fitch, deceased, makes the following Current Report.

He is chargeable with the following sums of money, which came into his hands as such Executor:

Amount received from disposition of Liberty Bonds	$2362.00
Interest on Bonds before disposition	21.24
Amount received from disposition of War Savings Stamps	300.00
Amount received in payment of Simon Note and interest	135.50
Amount received as refund from Mutual Benefit Fire Association	15.00
Amount received from sale of hogs	47.66
Amount received from sale of potatoes	1.20
Amount received from sale of beehives	8.00
Amount received from sale of hay	10.00
Amount received from sale of corn	226.76
Received as dividends from and including the year 1929 to and including the year 1938 on stock of Fort Wayne Untion Stock Yards	48.00
Amount received from Guy Colerick and paid by him from rents received from lands owned by heirs of decedent at the time of his death, for whom he acted as Agent	415.64
	$3591.00

The following sums of money were disbursed by me in the administration of said Estate:

Money paid for telephone call to Huntertown, Indiana concerning assets of estate	$0.20
Paid Farmers Merchants Bank of Laotta, Indiana for note of decedent for payment of 1922 taxes fn 1923 and interest	501.98
Amount paid to Clerk of Court for certified copies of letters of appointment of executor	2.50
Paid for taxes on real estate in Allen County, Indiana owned by decedent. Said taxes being for the year 1923, payable in 1924	1103.12
Paid for taxes on real estate in Butler County, Iowa owned by decedent. Said taxes being for the year 1923 payable in 1924	189.30
Paid for taxes on real estate in Dekalb County, Indiana owned by decedent. Said taxes being for the year 1923 payable in 1924	221.32
Paid to Huntertown Grain Co. for fencing purchased by decedent in lifetime	30.75
Paid to Huntertown Telephone Co.	3.00
Paid to Dr. Harry Erwin for medical services rendered decedent during hife lifetime	56.00
Paid Undertaker, services for decedent	493.00
Paid Columbus Monument works for monument erected on decedent's lot	600.00
Paid County Clerk, costs of administration of estate	72.30
Paid to Guy Colerick, for services as executor	317.53
TOTAL EXPENDITURES..................................	$3591.00

Amount chargeable with	$3591.00
Amount for which he is entitled credit	3591.00

Your Executor further reports that the personal assets which came into the hands of your Executor were insufficient to pay the debts of the decedent and claims filed against his

estate and the cost and expense of administration, the deficit being $415.64; that the amount of said deficit was paid by the heirs of the decedent out of rents received by them from real estate owned by the decedent at the time of hisdeath and which by the will of the decedent was devised to the heirs in equal shares.

The only remaining asset in the hands of your Executor not completely administered is:

United States Bond No. 597,542 for $100.00 of
the Third 4¼'s

That the claims filed against said estate have been paid and more than one year has expired since notice of his appointment as such Executor was given, said one year being the minimum time within which Final Report could be filed under the Statutes as they existed at the time of his appointment; that he does not file a Final Report because of the fact that said one personal asset remains unadministered and there remains unpaid a balance of $4500.00 on the legacy given to Schuyler Fitch by the will of Mathias Fitch which is a lien upon the real estate owned by the decedent at the time of his death and which was situate in the State of Iowa. One of the heirs of the decedent resides in the State of Washington and one in the State of California and your Executor reports that he has not been informed as to what the heirs desire to do as to the future handling of said asset and the payment of said legacy. For all of these reasons a Final Report is not filed butcan be filed whenever it is desired by the Court or said heirs that the same shall be filed; that your Executor is desirour of closing the estate or of resigning as such Executor but will not file such Final Report or make such resignation untilsuch time as the heirs decide upon their future plan in the matter.

All of which is respectfully submitted

____
As such Executor.

STATE OF INDIANA
SS
COUNTY OF ALLEN

GUY COLERICK being duly sworn upon his oath deposes and says that he is the duly appointed, qualified and acting Executrix of the Estate of Mathias Fitch, deceased; that the same contains a true and complete statement of the amount for which he is chargeable and of his expenditures made herein; that the facts set forth in the foregoing Current Report are true.

Subscribed and sworn to this 22nd day of December, 1939

NOTARY PUBLIC

MY COMM. EXP.

....

Certificate

THIS CERTIFIES THAT John Fritch has paid into the treasury of the CEDAR CREEK CEMETERY ASSOCIATION, of Butler Township, DeKalb County, Indiana, the sum of Twenty Five Dollars, for which said Association will perpetually care and properly lawn Lot No. 4 in Plat No. 2, in Cedar Creek Cemetery located in Butler Township, DeKalb County, Indiana, as laid out and platted by the Cedar Creek Cemetery Board of Directors as shown by record plat thereof in the Recorder's Office in DeKalb County, Indiana.

IN WITNESS WHEREOF, the hand of the Secretary and the incorporation Seal, this 12 day of Nov, A. D., 1951

(SEAL)

John Reever.
Secretary

GUY COLERICK HENRY G. HOGAN

COLERICK & HOGAN
LAWYERS
DIME SAVINGS AND TRUST CO. BLDG.
FORT WAYNE, IND.

March 6th, 1924

Mr. John B. Fitch,
Huntertown, Indiana.

Dear Sir:-

I know of nothing to prevent you from selling timber on the land which your father deeded you. You are the owner of that land for all intents and purposes so far as the other heirs are concerned and so far as farming the land covered by your father's deed to you is concerned, you may go ahead and exercise your own judgment without consulting me as I, as executr, have no authority over the same.

Enclosed I hand you the receipt which you gave me for your deeds and I will take care of the recording of the same in a short time. It may be that due to the wording of the deeds, we will have to pay a transfer tax equal to the value of the land.

Yours very truly,

Guy Colerick

1-C

GUY COLERICK
LAWYER
SUITE 1120 LINCOLN BANK TOWER
FORT WAYNE, IND.

May 7th, 1931.

Mr. John Fitch,
Huntertown, Indiana.

Dear Mr. Fitch:

The next time you are in the City, I wish you would stop and sign the Final Report in the Frances Fitch matter. There is no immediate hurry in this matter, as I have sent checks and accompanying receipts to Beatrice and Schuyler and the Final Report can not be filed until they have returned the Receipts.

I am enclosing your check for your share.

When the Final Report is filed, I shall give you a check for the amount we withheld to pay the taxes.

Yours truly,

Guy Colerick

GUY COLERICK
LAWYER
SUITE 1120 LINCOLN BANK TOWER
FORT WAYNE, IND.

Dec. 8th 1931.

Mr. John Fitch
Huntertown, Indiana

Dear Mr. Fitch:

I am enclosing the deed executed by the Kells for the Allen County property, the deed executed by the Kells for the Dekalb County, property, and the affidavit executed by the Kells.

Also, the deed to be signed by Schuyler Fitch and wife for Allen County property, deed to be signed by Schuyler Fitch and wife for Dekalb County property, affidavit to be signed by Schuyler Fitch and wife and stipulation to be signed by you.

Yours truly,

T. SCHWARTZ

Harbor City, Calif.
April 29, 1940

Mr. Guy Colerick,
Fort Wayne, Indiana.

Dear Mr. Colerick:

I do not favor the proposition suggested, nor do I see any use of getting a loan.

The plan proposed in your letter of December 26th, I think would be very good. That was, to pay each of us from cash on hand, amounts to offset tax disbursements, then pay Schuyler the remainder to apply on his legacy. This would give him a considerable sum and would be a fair deal for the rest of us.

I would be in favor of selling the Iowa farm if we could ger a fair, cash price.

Respectfully,

Beatrice Leaycraft
Box 1036
Harbor City,
California.

Jan. 13, 1920.

Received of Matthias Fitch.
six hundred dollars ($600) f
acre of timber.

Feb. 28, 1922.

Received of Matthias Fitch six thousand dollars ($6,000) in Fourth Liberty Loan Bonds; bought from sale of timber on the W. ½ of the N. W. ¼ of Sec. 10 and part of the N. W. ¼ of Sec. 3, Twp. 32 N. Range 12 E., Allen Co., Indiana.

Beatrice V. Leaycraft.

COLERICK & CORBETT
LAWYERS
SUITES 1120-1125 LINCOLN BANK TOWER
FORT WAYNE, INDIANA

GUY COLERICK
FRANK E. CORBETT

Jan. 8, 1940.

Mr. John B. Fitch,
Huntertown, Indiana.

Dear John:

I have just received a letter from Schuyler as follows:

> "Seattle, Washington,
> Jan. 5th 1940
> R.R.5, Box 514
>
> Mr. Guy Colerick,
> 1125 Lincoln Bank Tower,
> Fort Wayne, Indiana
>
> My dear Mr. Colerick:
>
> I have just received a copy of your report as executor of my father's estate. Also a report as agent for the Iowa land. You have handled the affairs in very good shape and I wish to thank you.
>
> When so many farmers have failed during the depression years and you show a profit for each year you are to be congratulated.
>
> The plan you suggest of paying each the difference between what you paid on Altha's land and that of the others is agreeable to me and it seems the only fair way to adjust the matter. I regret very much that you wish to resign as executor and agent.
>
> In case someone else is to be appointed I would like to have John Fitch have charge of it. He is familiar with conditions and is experienced in farm problems.
>
> Respectfully
>
> Schuyler Fitch."

As stated to you on several occasions I am very glad to have this matter brought to an end so that I can relieve my office

of any further attention to it.

My reports were prompted by the fact that Mr. Kell asked Judge Mueller of the Probate Court to at least have me file a Report as Executor of the Estate. While the matter was being stirred up in that manner, I thought it best to make a complete report as to my Executor work, as well as my Iowa Farm agency work.

Now, that the matter is on its way to closing, I am wondering if you will let me hear from you along the line that Schuyler has written so that I may give to each of you the amount of money that you are entitled to as shown by my report.

Or, if you prefer, drop in and see me within the next few days so that we may discuss what there is left to do in order to close the matter.

With best regards, I am

Yours very truly,

Guy Colerick

P.S. I got a letter from Mr. Wiess asking me to wait a little while for the next installment of rent. I wrote to him that I had filed my report in the matter and that he should hold his rent until a successor is appointed. This brings to mind also the fact that during January the taxes will be due in Iowa. I was just wondering whether I should collect the rent and pay the taxes, or whether I should leave the matter alone until the reports are disposed of.

G.C.

8,0[illegible]

7200
3000
[illegible]

3541.[illegible]

Jan. 10, 1940

Mrs. Beatrice Leaycraft
Lomita, California

Dear Mrs. Leaycraft,

I am writing you concerning the Executor's Report and the Agency Report in your father's estate, copies of which I sent to you. I have had a talk with Mr. Kell who dropped in to see me about the report, have had a letter from Schuyler and I am now talking to John. It seems that the heirs feel that the best plan to handle the affair is as follows:

1. Use all of the money which I have in my possession, namely $3305.96 to pay to Schuyler to apply upon his legacy. This will leave a balance due Schuyler on his legacy of $894.07. 2. Then borrow either:

(a) $1920.00 by mortgage on the Iowa land for the following payments:

You	$313.43	
Bessie Kell	173.43	
John Fitch	259.96	
Schuyler Fitch	279.23	
Schuyler Fitch	894.04	Total $1920.00

In that way you have borrowed money to pay yourself to readjust tax expenditures to Altha's amount and to pay off Schuyler both taxes and legacy OR

Borrow $894.04 by mortgage on Iowa land to pay off balance due Schuyler's legacy in full and pay all the money in my possession, namely $3305.96 to Schuyler on his legacy, and then 1st the rents as they are collected to be paid to you, Bessie, John, and Schuyler until each of you are brought up to the amount Altha received. In this manner the estate would be closed and the agency matters would be closed to date: Schuyler could be paid in full for his legacy and you people would, each of you, get the amount of money necessary to bring you up to the adjustment with Altha's receipts, or you would ultimately get it from rents.

There would then be a mortgage on the Iowa Farm which could be paid out of rent the same as the adjustments are to be paid if you do not borrow the full amount. In that connection, it has been suggested that instead of my resigning that I continue on as Agent. This is satisfactory to be on one condition: That is, that each of the heirs at this time sign a paper, in substance, that they are satisfied with my report in the Estate and Agency Matters to date. Will you kindly consider the situation from both of these angles and let me know what your views are in the matter, or, if you prefer, write directly to brother John or the others about it.

Jan. 10, 1940.

Mrs. Beatrice Leaycraft,
Lomita, Cal.

Dear Mrs. Leaycraft:

I am writing you concerning the Executor's Report and the Agency Report in your father's estate, copies of which I sent to you.

I have had a talk with Mr. Kell who dropped in to see me about the report, have had a letter from Schuyler and I am now talking to John.

It seems that the heirs feel that the best plan to handle the affair is as follows:

1. Use all of the money which I have in my possession namely $3305.96 to pay to Schuyler to apply upon his legacy. This will leave a balance due Schuyler on his legacy of $894.04.

2. Then borrow either:

(a) $1920.09 by mortgage on the Iowa land for the following payments:

You	$313.43
Bessie Kell	173.43
John Fitch	259.96
Schuyler Fitch	279.23
Schuyler Fitch	894.04
	$1920.09

In that way you have borrowed money to pay yourself to readjust tax expenditures to Altha's amount and to pay off Schuyler both taxes and legacy

OR

(b) Borrow $894.04 by mortgage on Iowa land to pay off balance due Schuyler's legacy in full and pay all the money in my possession, namely $3305.96 to Schuyler on his legacy. and then let the rents as they are collected be paid to you, Bessie John and Schuyler until each of you are brought up to the amount Altha received.

In this manner the estate would be closed and the agency matters would be closed to date; Schuyler would be paid in full for his legacy and you people would, each of you, get the amount of money necessary to bring you up to the adjustment with Altha's receipts, or you would ultimately get it from rents.

There would then be a mortgage on the Iowa farm which could be paid out of rent the same as the adjustments are to be paid if you do not borrow the full amount.

In that connection it has been suggested that instead of my resigning that I continue on as Agent. This is satisfactory to me on one condition: That is, that each of the heirs at this time sign a paper, in substance, that they are satisfied with my report in the Estate and Agency Matters to date.

Will you kindly consider the situation from both of these angles and let me know what your views are in the matter or, if you prefer, write directly to brother John or the others, about it.

Yours very truly,

1-S

COLERICK & CORBETT
LAWYERS
SUITES 1120-1125 LINCOLN BANK TOWER
FORT WAYNE, INDIANA

GUY COLERICK
FRANK E. CORBETT

May 7, 1940

Mr. John Fitch,
Huntertown, Indiana.

Dear Mr. Fitch:

We are in receipt of a letter from Mrs. Leaycraft, a copy of which is enclosed for your information. Accordingly, it would seem that Mrs. Leaycraft will want the sum due her to equalize the tax payments.

If you and Mrs. Kell are willing to let yours ride until payment has been made in full to Mr. Schuyler Fitch, you can do so but it will be necessary that each of you sign a direction to Mr. Colerick to that effect. We have written to Mrs. Kell but have not received a reply from her. This is a matter, however, that you will have to decide.

As soon as you and Mrs. Kelldefinitely decide what you wish done, the matter of payment of part of legacy to Mr. Schuyler Fitch can be made.

May we hear from you?

Yours very truly,

I. Schwartz

Secretary to Mr. Colerick

Albion, Indiana
July 7, 1944

Dear Consumer:

The Indiana law permits the Noble County R.E.M.C. to sell electric energy to only members of its organization. Anyone paying an electric bill must be considered the member according to the law.

Sometime ago we mailed you a blank membership card and asked you and your wife to sign on the lines marked "applicant", and return the card to us. To date we have not received your card with proper signature, so we are enclosing another card and ask you to sign this and return to us at once. It is necessary that we have your card in our file.

If there is ~~any~~ question regarding the enclosed card, please call at the office for an explanation.

Very truly yours,

NOBLE COUNTY R.E.M.C.

By Fred C

Enc.
FC:ME

COLERICK, CORBETT & SMITH
LAWYERS
SUITES 1120-1125 LINCOLN BANK TOWER
FORT WAYNE, INDIANA

GUY COLERICK
FRANK E. CORBETT
RICHARD A. SMITH

Jan. 31, 1942.

Mr. John Fitch

Mr. Schuyler Fitch
Mrs. Beatrice Leaycraft
Mrs. Bessie Kell
Mr. Peter M. Certia, Admr. of the
Estate of Altha Fitch, deceased

On May 18, 1940 checks were sent to equalize advancements that had been made to Altha Fitch and also a check was sent to Mr. Schuyler Fitch to apply on Legacy.

The second Agency Report is now enclosed, which shows a further payment to Mr. Schuyler Fitch.

I think the Report is self explanatory but if you desire any further information, feel free to call upon me.

Yours very truly,

January 29, 1942

GUY COLERICK, AGENT

TO: JOHN FITCH
SCHUYLER FITCH
BEATRICE LEAYCRAFT
BESSIE KELL,
PETER M. CERTIA, ADMR. OF THE
ESTATE OF ALTHA FITCH, DECEASED

The following amounts have been collected since preparation of last Agency Report.

1939		
12-27	Dividend from Union Stock Yards	$5.00
1940		
2-5	Rent from Hie Wiess in the sum of $400.00 less posts and fencing for farm in the sum of $29.86	370.14
12-7	Rent from Hie Wiess	400.00
12-27	Dividend from Union Stock Yards	6.00
1941		
1-28	Rent from Hie Wiess in the sum of $400.00 less posts and fencing for farm in the sum of $35.00................................	365.00
12-8	Rent from Hie Wiess......................	400.00
12-22	Dividend from Union Stock Yards...........	6.00
1942		
1-29	Rent $400.00 less posts and fencing for farm in the sum of $20.40 and repairs to windmill in the sum of $4.00	375.60
	TOTAL	$1927.74

CREDITS.

1940		
Feb. 25	Exchange on Wiess check	.40
Feb. 27	Taxes on Iowa land	189.42
Dec. 27	Exchange on Wiess check	.40
1941		
Feb. 5	Exchange on Wiess check	.40
14	Taxes on Iowa land	192.20
	Certifying ck. for taxes	.25
1942		
Jan. 2	Exchange on Wiess ck.	.40
29	Guy Colerick, Agent's fee of 10% of $1927.74	192.77
29	To Schuyler Fitch to apply on balance due on legacy *See Note-	1000.00
		$1576.24

BALANCE IN HAND OF AGENT FOR PAYMENT OF TAXES ON IOWA LAND AND POSSIBLE FEDERAL INCOME TAXES, ETC. $351.50

Note: Bal. now due on Schuyler Fitch legacy is $920.09

	(forwarded)	$39.00
V. 4	Amount reserved by Admr. for the payment of taxes on personal property of the estate assessed in Perry Township	12.30
	TOTAL EXPENDITURES	$51.30

RECAPITULATION

Receipts	$630.32	
Expenditures	51.30	
BALANCE ON HAND FOR DISTRIBUTION		$579.02

Your Administrator further reports that said decedent died intestate on the 26th day of March, 1924 and left as her sole and only heirs at law Altha Fitch, John Fitch, Beatrice Leaycraft, Florence Kell, and Schuyler Fitch; that the distributive share of each of said children amounts to following amount set opposite theirrespective names:

Altha Fitch	$115.81	
John Fitch	115.81	
Beatrice Leaycraft	115.80	
Schuyler Fitch	115.80	
Florence Kell	115.80	
		$579.02

a receipt therefor being hereto attached.

Your administrator de bonis non further reports that all expenses of the last sickness and burial of said

decedent have been paid; that there are no claims pending against said estate and remaining unpaid; that more than one year has elapsed since the opening of this estate; that Petition to Determine Inheritance Tax showing this Estate to be exempt has been filed; that all debts and obligations of every kind against said estate have been fully paid and satisfied.

WHEREFORE said administrator de bonis non asks that this report be in all things approved and that he be discharged as such Administrator de bonis non and that his sureties be released.

Administrator de bonis non of the
Estate of France Fitch, deceased.

John B. Fitch
R. R. 1
Huntertown, Indiana

Lomita, California
1149 Moon Street

Dear Brother,

Have decided to sell for $700. Take the papers and money to the First National Bank in Fort Wayne. Explain the transaction, get a receipt for the money and give the address of the bank in San Pedro, also my address. The Fort Wayne Bank will send the papers to the bank here. The money will be held in trust till the papers are signed, then they will be returned to the Fort Wayne Bank for you.

Your sister, Beatrice

Address of the bank

Security First National Bank
Cor Seventh and Pacific
San Pedro, Calif.

John B Fitch
R R 1
Hunterstown

Lomita, Calif., 7/20
1149 [illegible] St

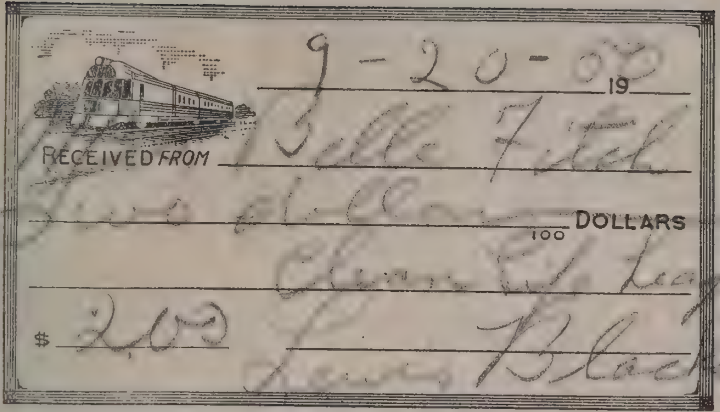
lear Brother,-

Have decided to
sell for $700. Take the papers
and money to the First National
Bank in Ft. Wayne. Explain
the transaction, get a receipt for
the money and give the address
f the bank in San Pedro, also
my address. The Ft. Wayne bank
will send the papers to the bank
here. The money will be held
in trust till the papers are
signed, then they will be
returned to the Ft. Wayne bank
for you.

Your sister,
Beatrice.

dress of bank—
Security First National Bank
Cor Seventh and Pacific
[illegible] Pedro, Calif.

Misc.
John + Belle



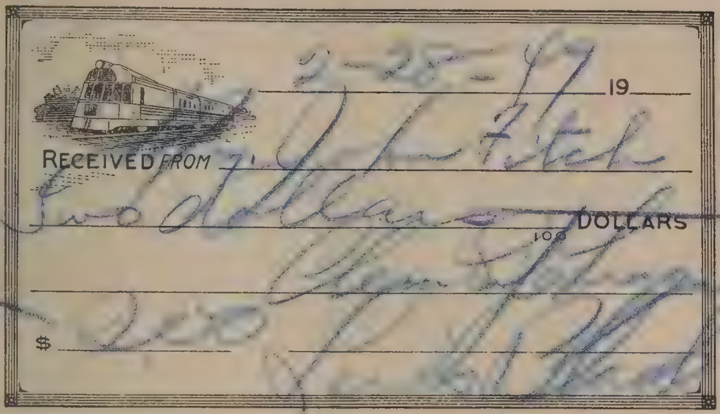
9-20-48 19

RECEIVED FROM Belle Fitch

Two dollars $\frac{}{100}$ DOLLARS

Clover Leaf League

$ 2.00 Lewis Black



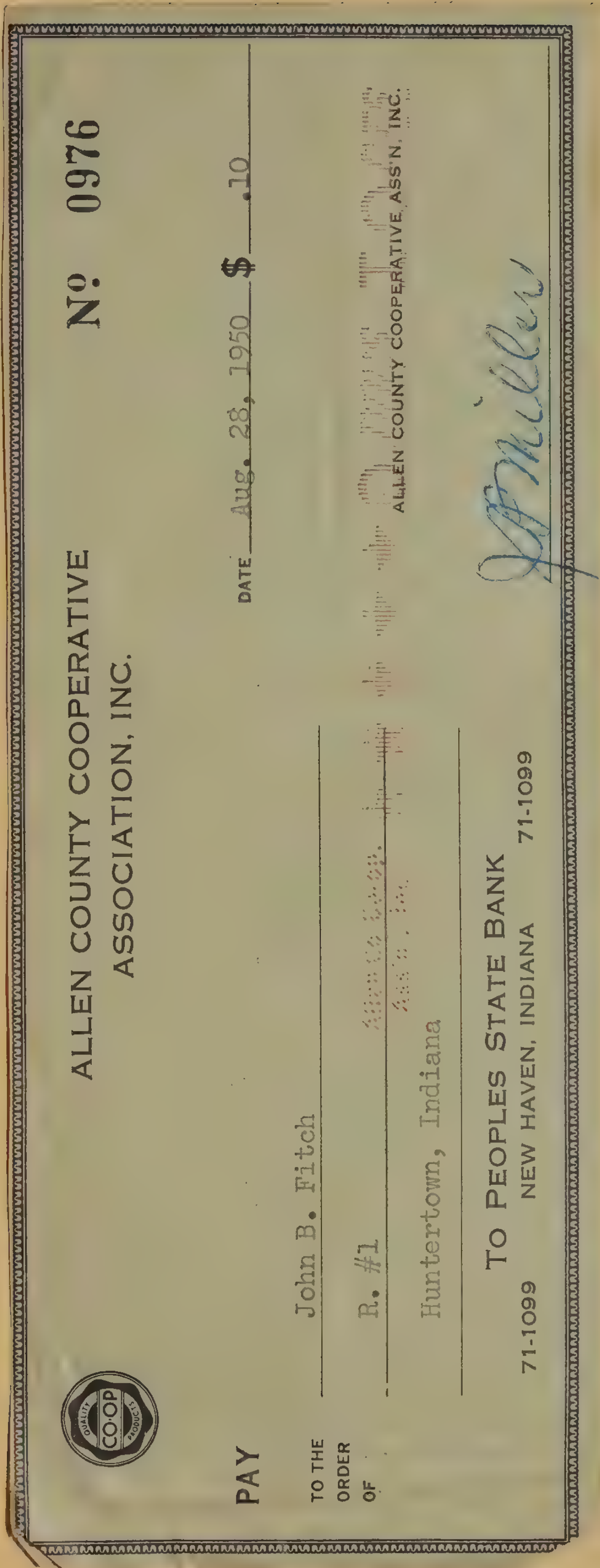
9-28-47 19

RECEIVED FROM John Fitch

Two dollars $\frac{}{100}$ DOLLARS

Clover Leaf League

$ 2.00



ALLEN COUNTY COOPERATIVE
ASSOCIATION, INC.

Nº 0976

DATE Aug. 28, 1950 $ .10

PAY
TO THE
ORDER
OF

John B. Fitch
R. #1
Huntertown, Indiana

ALLEN COUNTY COOPERATIVE ASS'N, INC.

J P Miller

TO PEOPLES STATE BANK
NEW HAVEN, INDIANA

71-1099 71-1099

No. 230 $25.00

Certificate of Title.

This Indenture Witnesseth, *that the* Cedar Creek Cemetery Incorporation, *has sold and does grant title to Lot No.* 4 *in* last addition in *Cedar Creek Cemetery, in Butler Township, DeKalb County, State of Indiana, for the sum of*

Twenty five ——— 100 **Dollars,**

To Amos Kongil

to use for the burial of the dead. This Certificate of Title may be transferred to any other person, by having the transfer recorded in the records of the incorporation.

Witness the hand of the secretary and the incorporation seal

this 26th *day of* February *A. D.* 1816

Martin L. Koffman *Secretary.*

No. ______ March 25 1941

RECEIVED OF Bill Fitch

Two ______ DOLLARS $\frac{}{100}$

[illegible]

[illegible] Cemetery

$ 2.00 [illegible]

Certificate of Title.

No 329 $ 25.$\frac{00}{100}$

THIS INDENTURE WITNESSETH, that the CEDAR CREEK CEMETERY ASSOCIATION, has sold and does grant title to Lot No. 4 Plat No. 2 in Cedar Creek Cemetery, in Butler Township, DeKalb County, State of Indiana, for the sum of

Twenty Five DOLLARS $\frac{}{100}$

To Mrs Bell Fitch

to use for the burial of the dead. This Certificate of Title may be transferred to any other person, by having the transfer recorded in the records of the incorporation.

Transfered from
Amos Rothgeb to
Mrs Bell Fitch

Witness the hand of the secretary and the incorporation seal

this 21 day of November A. D. 1931.

Amos Rothgeb Secretary

Shrex of Fort Wayne

REALIZE REAL EYES

$ ______ Fort Wayne, Ind., ______ 194

Received of Mrs. John Fitch

[illegible] DOLLARS $\frac{}{100}$

FOR [illegible]

[illegible] Golden Rule Optical Store

No. ______ By [illegible]

GEORGE W. ILER
UNDERTAKER
208 S. RANDOLPH STREET
Phone 165 GARRETT, IND., Feb 24 1937

№ 39

Received of [illegible]

Five hundred Fifty xx/100 DOLLARS

[illegible] in full

GEORGE W. ILER

$ 55[illegible] THANK YOU By

A [illegible]

No [illegible] 1891

Received from John Fitch

$2.50 [illegible] on lot No

4 in [illegible] in Cedar Creek

Cemetery

J. H. Reever

Sec, Treas

No. 26 April 4" 1939

Received from John Reever for Bell Fitch assessment No 28 One Dollars

on Lot in Cedar creek Cemetery Lot No 4

$ 1.00 M. L. Hoffman

(Thank you) sect

№ 230

Certificate of Title.

$ 25 00/100

THIS INDENTURE WITNESSETH, that the **CEDAR CREEK CEMETERY ASSOCIATION**, has sold and does grant title to Lot No. 4 Plat No. 3 in Cedar Creek Cemetery, in Butler Township, DeKalb County, State of Indiana, for the sum of

Twenty five — /100 DOLLARS

To Mrs Belle Fitch,

to use for the burial of the dead. This Certificate of Title may be transferred to any other person, by having the transfer recorded in the records of the incorporation.

Witness the hand of the ~~secretary~~ owner and the incorporation seal

this 21 day of November A. D. 1931

Amos Rothgeb ~~Secretary~~

$ 1.00 Mch 22 1935

Received of John Fitch

Assess— № 24 on Lot №

— One — 00/100 Dollars

4 in Second addition C.C.C.

M L Hoffman Sec

June 6th 1919

Received from Amos Rothgeb

Seventy Five Cents Dollars

Assess— № 11 on Lot in C.C.C.

$ .75

M L Hoffman

Sec

THE R & R Co. DAYTON, O.

No. 27

Garrett Ind Sept 8 1934

Received from Mrs Bell Fitch,

One Dollars

assessment No 23 on Lot in Cedar Creek Cemetery,

$ 1.00

M. L. Hoffman, Sect

(Thank You)

No. 34

June 18. 1938

Received from John Fitch, Mrs Bell Fitch Lot

One Dollars

for assessment No 27 on Lot No 4 in Cedar Creek Cemetery, (Thank you)

$ 1.00

M L Hoffman. sect,

March 14 1922

Received of John Fitch

One Dollars

for lot assestment of lot in Cedar Creek Cemetery

$ 1.00

John Reeve

Gibsons 790½

Form 3. Adopted by the Indiana Real Estate Association.

PROPOSITION

Nov. 11 1948

To Earl Griswold

Con cisting the North half of Lots 55-56-57.
Belonging to Belle Fitch!

I hereby agree to purchase the property known as

located in Hunter town, Allen County, Indiana, at and for the sum of Thirty Five hundred Dollars upon the following terms, viz: Seven hundred fifty Dollars cash, to be paid upon the delivery of a good and sufficient general Contract ~~Deed~~, the remainder of the purchase money to be paid as follows: Twenty seven dollar's and fifty cents or More per Month in cluding intrest at five per cent Buyer is to pay the Seller off. by a Loan as Soon as a Loan can be oftained at intrest not to exceed More than six percent.

Possession to be given upon the delivery of the ~~Deed~~ Contract

I will assume the taxes in the Fall of 1949 and all assessments and liens for municipal and other improvements, and which improvements are completed after this date.

This proposition is based upon a good merchantable title, to be evidenced by a complete and properly prepared abstract of title certified to date, to be furnished by the owner of the said property within 90 days from date of acceptance of this proposition. ______ will complete the purchase of said real estate at your office within ______ days after an abstract showing a good merchantable title is delivered to ______ or agent ______; it being agreed that reasonable time shall be allowed to correct defects in title, if any.

I hereby deposit with you earnest money in the sum of one hundred Dollars, to be applied as part of the purchase price of said real estate at the time of delivery of deed.

This proposition shall be treated as made to the owner of said property, and shall remain open for acceptance for a period of 5 days from this date; and if accepted, the above amount is to apply as part of purchase price, and if refused same is to be refunded. If offer is accepted and I fail to complete the purchase of the real estate herein mentioned as provided herein, the amount of One Hundred. Dollars will be forfeited to your agency.

Robert Martz

Portia S. Martz

______ hereby accept the above proposition this ______ day of ______ 19___ and agree, promise and bind ______ to fully comply with same according to the terms and conditions thereof.

Belle Fitch

KEEFER PRINTING CO. FT. WAYNE IND.

Kells to John Fitch lots in Huntertown

Warranty Deed.............This indenture witnesseth, that Gertrude Kell, Louie A. Kell, also called Lomie A. Kell, Beatrice Kell, and Jessie E. Kell, all unmarried and over the age of twenty-one years, of Allen County, in the State of Indiana, convey and warrant to JOHN B. FITCH of Allen County, in the State of Indiana, for and in consideration of Nineteen Hundred ($1900) dollars the receipt whereof is hereby acknowledged, the following described Real Estate in Allen County, in the State of Indiana, to wit:

All that part of lots #55, #56, and #57 in First Addition to the Village of Huntertown, as platted and recorded in the Recorder's office of said County, lying south of a line running east and west across said lots located 100 feet south of the actual south line of the property belonging to Mary Ballou.

Subject to its proportionate part of the taxes for 1926, payable in the year 1927. In Witness Whereof, the said Gertrude Kell, Louis A. Kell, also called Lomie A. Kell, Beatrice Kell, and Jessie E. Kell, all unmarried and over the age of twenty-one years.

Gertrude Kell
Louie A. Kell
Beatrice Kell
Jessie E. Kell

State of Indiana, Allen County, SS
Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of July, A.D. 1926, personally appeared the within named ....Kells................ Grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned. In Witness Whereof, I have hereunto subscribed my name and affixed my seal.

Edwin Dickson, Notary Public
Commission expires March 20, 1928

Received for record this 12 day of August, 1926, at 10.05 o'clock am.m and Recorded in Book No. 304, page 549, Georgia H. Blume, Recorder, Allen County. Duly entered for taxation this 12 day of August, 1926, Auditors fee $30, John H. Johnson, Auditor, Allen County.

WARRANTY DEED

This Indenture Witnesseth, *That* Gertrude Kell, Louie A. Kell also called Lomie A. Kell, Beatrice Kell and Jessie E. Kell, all unmarried and over the age of twenty-one years

of Allen *County, in the State of* Indiana

***Convey and Warrant** to* John B. Fitch

of Allen *County, in the State of* Indiana *, for and in consideration of* ---- Nineteen Hundred ($1900.00) -------------------------- ***Dollars,*** *the receipt whereof is hereby acknowledged, the following described* **Real Estate** *in* Allen *County in the State of Indiana, to-wit:*

All that part of lots #55, #56 and #57 in First Addition to the Village of Huntertown, as platted and recorded in the Recorder's office of said County, lying south of a line running east and west accross said lots located 100 feet south of the actual south line of the property belonging to Mary Ballou.

Subject to its proportionate part of the taxes for 1926, payable in the year 1927

In Witness Whereof, *The said* Gertrude Kell, Louie A. Kell, also called Lomie A. Kell, Beatrice Kell and Jessie E. Kell, all unmarried and over the age of twenty-one years

have hereunto set their *hands and seal* s, *this* 30th *day of* July *19*26

Gertrude Kell (Seal.) .... (Seal.)
Louie A. Kell (Seal.) .... (Seal.)
Beatrice Kell (Seal.) .... (Seal.)
Jessie E. Kell (Seal.) .... (Seal.)

Mail

3015 4

WARRANTY DEED

FROM

TO

John B. Fitch

R R #1 H[illegible]

Ind

Received for record this 12

day of August, 1926

at 10 05 o'clock a m., and

Recorded in Book No. 304 page 549

Georgia H. Blume

Recorder Allen County.

Duly entered for taxation this 12

day of Aug, 1926

Auditor's fee $. 30

John H. Johnson

Auditor Allen County.

FT. WAYNE PTG. CO. FT. WAYNE, IND.

THE DIME SAVINGS & TRUST COMPANY

CORNER COURT AND BERRY STREETS

FORT WAYNE, INDIANA

PAYS 4 PER CENT. ON DEPOSITS

LOANS MONEY AT PREVAILING RATES

SAFETY DEPOSIT BOXES RENTED

THE DIME SAVINGS AND TRUST CO. · A BANK FOR EVERYBODY · USA · FORT WAYNE, IND.

OFFICERS

J. C. HUTZELL	PRESIDENT
CHARLES A. SPANLEY	VICE-PRESIDENT
HARRY HATTERSLEY	VICE-PRESIDENT
OSCAR A. FOX	VICE-PRESIDENT
OSCAR G. FOELLINGER	VICE-PRESIDENT
CLYDE QUIMBY	VICE-PRESIDENT
WM. F. RANKE	SECRETARY

DIRECTORS

GUY COLERICK
HENRY ECKART
J. I. EVANS
OSCAR G. FOELLINGER
JAMES E. FORD
OSCAR A. FOX
HARRY A. HATTERSLEY
HARRY G. HOGAN, CHAIRMAN
J. C. HUTZELL
D. O. McCOMB
CHARLES PARHAM
CLYDE QUIMBY
WM. F. RANKE
CHARLES A. SPANLEY

State of Indiana, Allen *County, ss:*

Before me, the undersigned, a Notary Public in and for said County and State, this 30th *day of* July*, A. D. 192*6*, personally appeared the within named* Gertrude Kell, Louie A. Kell, also called Lonie A. Kell, Beatrice Kell and Jessie E. Kell, all unmarried and over the age of twenty-one years

*Grantor*s *in the above conveyance, and acknowledged the same to be* their *voluntary act and deed, for the uses and purposes herein mentioned.*

In Witness Whereof, *I have hereunto subscribed my name and affixed my official seal.*

My Commission expires March 20 - 1928 Edwin Dickson *Notary Public.*

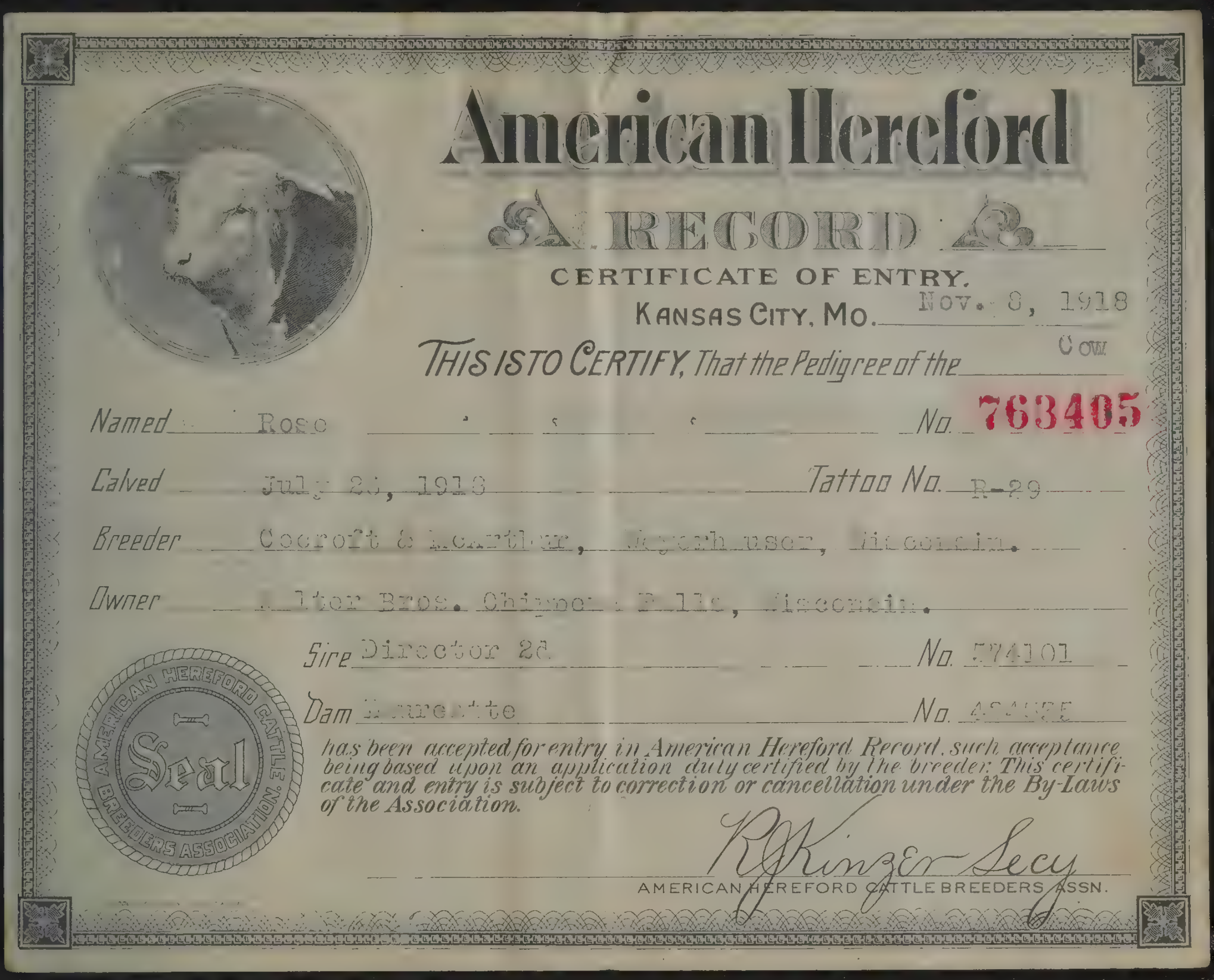
State of Indiana, ... *County, ss:*

Before me, the undersigned, a Notary Public in and for said County and State, this .... *day of* ....*, A. D. 192*....*, personally appeared the within named* ....

.... *Grantor*.... *in the above conveyance, and acknowledged the same to be* .... *voluntary act and deed, for the uses and purposes herein mentioned.*

In Witness Whereof, *I have hereunto subscribed my name and affixed my official seal.*

My Commission expires .... *Notary Public.*



American Hereford Record

CERTIFICATE OF ENTRY.

KANSAS CITY, MO. Nov. 8, 1918

THIS IS TO CERTIFY, That the Pedigree of the Cow

Named Rose No. 763405

Calved July 26, 1918 Tattoo No. R-29

Breeder Cocroft & McArthur, Weyerhauser, Wisconsin.

Owner Walter Bros. Chippewa Falls, Wisconsin.

Sire Director 2d No. 574101

Dam Laurette No. [illegible]

has been accepted for entry in American Hereford Record, such acceptance being based upon an application duly certified by the breeder. This certificate and entry is subject to correction or cancellation under the By-Laws of the Association.

R J Kinzer Secy

AMERICAN HEREFORD CATTLE BREEDERS ASSN.

Any writing on this form not made in the Hereford office will vitiate this Certificate and necessitate the issue of a duplicate at a cost to the holder of the regulation fee. Entries hereon indicate successive transfers and owners of the within registered Hereford.

TRANSFER, RECORD AND CERTIFICATE

For the within Registered Hereford.

The last name entered hereunder is the present owner as shown by records in Hereford office.

To transfer the within described Hereford make out application on seperate transfer blank and send same, together with this certificate, to the Hereford office. Transfer entry will then be made on this form and the same mailed to the sender or otherwise as directed.

WHEN SOLD DATE OF DELIVERY	NAME AND ADDRESS OF OWNER AS SHOWN BY TRANSFER RECORD	ATTEST OF RECORD BY THE SECRETARY
Mar. 1 1920	Glen Golden, Angola, Ind.	
Oct 16, 1925	M. M. Yarrian, Avilla, Ind.	
May 16, 1931	John Fitch, Huntertown, Ind.	R J Kinzer

This Indenture Witnesseth That the LEO CEMETERY, of Allen County, Indiana, in consideration of the sum of Twenty Five Dollars, to Trustees, paid by Mrs Belle Fitch

Huntertown of Allen County, State of

the receipt whereof is hereby acknowledged, does hereby **Grant, Bargain, Sell and Convey,** unto the said Mrs Belle Fitch

Heirs and Assigns, the following described **Burial Lot,** to-wit:

Lot No. 271 in the a addition to the Platted Town of Hamilton in said County and State in Section 22, Town 32, N. Range 13 E.

To have and to hold the said Lot hereby sold and conveyed to the said Mrs Belle Fitch heirs and assigns forever, with all the privileges, and subject to the conditions and restrictions contained in the By-Laws, Rules and Regulations adopted or which may hereafter be adopted by the Trustees of said Leo Cemetery. It is further agreed that $ 15.00 of said consideration above paid, shall be set aside as a reserve or trust fund, the income of which shall be used for the taking care of said Lot, cutting grass and weeding the same.

In WITNESS WHEREOF Merton G. Kimes the said Leo Cemetery, by its President, has hereunto set his hand and affixed the seal of said Leo Cemetery, this 16 day of July 1932

* * *

State of Indiana, Allen County, ss.

On this 16 day of July 192___, personally appeared before the undersigned, a Notary Public of said County M. G. Kimes President of the Leo Cemetery, and acknowledged the execution of the above Deed to be the act and deed of said Leo Cemetery.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

C. E. Kryder
Notary Public.

My Commission expires Sept 24 1934

The

Leo Cemetery

To

Received for record this

day of , 19 ,

at o'clock m., and

Recorded in Book No. page

CLEARY & BAILEY, PROMPT PRINTERS

MAIN 4470 AUTO. 31-570

Consolidated Realty and Theatres Corporation

800 KAHN BUILDING
MERIDIAN AND WASHINGTON STS.
INDIANAPOLIS, IND. U. S. A.

TO OUR PROSPECTIVE PATRONS:

We are herewith enclosing our booklet, showing what others think of large theatres----2000 to 4000 seats----located on the busiest streets, near the busiest corners, which clearly shows you that they are, as a rule, good investments, and tremendous profit producers.

Extracts, printed in booklet, should convince you that since theatre business is given preference by big money men of the country, and since main street property is given preference by the big men of each town, and, since our investment has both of the above items behind it, we believe that our Convertible Gold Notes will strongly appeal to you.

We are herewith enclosing two delayed payment subscription blanks, one filled to show how used, purpose of which is to enable you to join us, without paying much cash----for we need your good will and co-operation, a great deal more than we need your money. Kindly send us one subscription and turn the other over to some good friend.

In filling in the enclosed delayed payment subscription blank, you can take any multiple of $400.00 up to 5 times, making $2000.00, and your cash, and your monthly payments, will then be as shown below -- for we are to deliver to you, every 3 months, all Gold Notes you have paid for, and you are to get the current interest coupons, which are payable every 3 months, which are attached to paid Notes.

Through the use of the enclosed bank you can make small payments, provided said blank is used before October 1, 1920, as follows:

For $ 400.00 subscription--send check for $ 33.70 and pay $ 33.30 per month,
For $ 800,00 subscription--send check for $ 67.40 and pay $ 66.60 per month,
For $1200.00 subscription--send check for $100.00 and pay $100.00 per month,
For $1600.00 subscription--send check for $134.80 and pay $133.20 per month,
For $2000.00 subscription--send check for $168.50 and pay $166.50 per month,

NEXT QUARTERLY INTEREST OF 2%---WILL BE PAID DECEMBER 1, 1920.

Hoping that you will send us subscription for what you can take, by return mail, and thereby take advantage of our delayed payment plan, we are, as ever

Yours sincerely,

FHG.AA CONSOLIDATED REALTY AND THEATRES CORPORATION.

F.H. Gruneberg Pres.

NOTHING GAINED BY DELAY---MAKE OUT CHECK AND SUBSCRIPTION NOW--and--MAIL TO-DAY.
WILL SOON START OUR 3125 SEAT THEATRE, BUILDING, CALHOUN & WAYNE STS., FT. WAYNE.

EXTRACTS FROM THE WORLD'S BEST NEWSPAPERS AND MAGAZINES

SHOWING

BIG MONEY IN THE MOVIES

EXTRACTS SHOW THE BIG THEATRE

LOCATED

ON THE BUSIEST STREET
NEAR THE BUSIEST CORNER
IS CONSIDERED A GOLD MINE

BY THE

BIG MONEY MEN OF WALL STREET

EXTRACTS FROM THIS BOOKLET

WILL SHOW YOU

THAT IF YOU ACT AT ONCE-YOU CAN NOW GET

WHAT BIG MONEY MEN WANT

AT THE SAME PRICE

WHICH THE BIG MONEY MEN PAY

Consolidated
Realty and Theatres
Corporation
INDIANAPOLIS, INDIANA

FACTS FOR YOUR CONSIDERATION

FACTS ARE PRESENTED TO YOU
IN THIS BOOKLET
SO THAT YOU CAN USE YOUR HEAD.

IT IS A VERY WELL KNOWN FACT THAT
A GOOD HEAD AND A GOOD BANK ACCOUNT
ARE ALWAYS OWNED BY THE SAME PERSON.

THE MAN WHO WORKS WITH HIS HEAD
OWNS, CONTROLS AND GOVERNS
MANY WHO WORK WITH THEIR HANDS.

YOUR BRAIN WILL SURELY TELL YOU
WE NEED YOUR CO-OPERATION
TO PRODUCE—TREMENDOUS PROFITS.

DUE TO OUR NEEDING YOUR CO-OPERATION,
WE DEAL DIRECT WITH YOU
IN PREFERENCE TO CHICAGO BOND HOUSE.

CHICAGO BOND HOUSES SELL EVERYWHERE.
WE WANT LOCAL INVESTORS
TO BOOST LOCALLY FOR LARGER PROFITS.

OUR GENERAL FINANCIAL MANAGEMENT
PRODUCED FOR MANY STOCKHOLDERS
LARGE PROFITS————FOR MANY YEARS

Extracts from THE EXHIBITORS TRADE REVIEW

A New York weekly, devoted to Motion Pictures, says in an editorial, entitled:

Wall Street and the Motion Picture Industry.

To what degree has the motion picture and its possibilities attracted the attention of Wall Street? The complete answer would be extremely interesting. Some day we may be able to give it. But we do know that "Big Money" is beginning to take to the screen seriously, as a

MONEY-MAKING PROPOSITION.

There are indications that financial leaders want the control of the screen, as well as the profits that are to be made from it.

These men see in it the greatest medium for propoganda and the influencing of public opinion that has ever been invented.

At this time they need such a medium more than ever before, and with the motion picture being offered them on a platter, so to speak, why shouldn't they take it? It is cheap at any price.

The same publication says in another editorial:

J. P. Morgan to Enter Amusement Field Financing $100,000,000 Company.

"Within the next ten days, the theatrical interests of what is now known as the Marcus Loew Theatrical Enterprises Inc., will find their way to Wall Street, the proposed expansion of the Loew interests involving one hundred million dollars."

How Washington Views Morgan's New Activities

Washington, D. C.—The report that J. P. Morgan is investigating the film industry with a view of investing in it on a large scale is taken seriously here. Those in touch with the trend of national affairs are not surprised at the report, and believe it has a logical foundation.

The widespread movement to "socialize" public utilities by establishing government ownership, and the problem of amelioration of labor and capital are two great and complex situations with which investing capitalists are reckoning.

Some of the greatest fortunes in the country are looking over the Motion Picture Field AS THE MOST INVITING INVESTMENT.

Extracts from EVERYBODY'S MAGAZINE

"Money in the Movies"

If you think you are making money—read this:

If you can imagine a Monte Carlo in which all the players are constantly winning and in which the house is winning, too, you can get an idea of the motion picture business.

Think of a farmer whose crops grow passionately thru sun and frost and rain and dry weather, and are always sold for increasing prices, and you have the motion picture business.

Think of a perpetual bull market. Think of mines from which you take raw gold with a spoon. Think of a bucket full of diamonds.

There are about 17,000 moving picture houses in the United States, many of them converted store rooms, each containing an average of 700 seats, and each filled twice a day for 365 days in the year, giving a total of six billion, three hundred and seventy million (6,370,000,000) paid admissions annually. If only 10c was paid for each seat, the total would be the impressive sum of six hundred and thirty-seven million dollars.

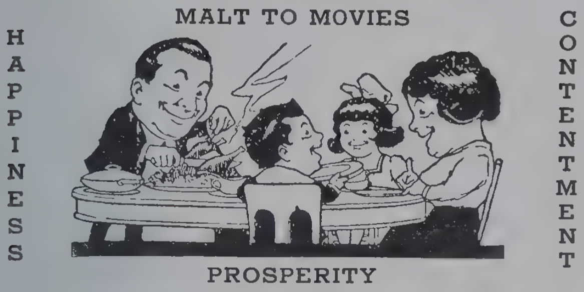
The number of patrons attending the movies in Chicago, as averaged from a five-months' survey, shows two million five hundred and fifty thousand patrons each week, yet the total population is only 3,000,000.

More people go to see motion pictures than are interested in any other form of sport or amusement. Think of it! Baseball, tennis, golf, cat-boating, all dwindle into insignificance when compared to six billion (6,000,000,000) paid admissions per year.

Five hundred thousand—one-half million people—are employed directly or indirectly in the motion picture business—one million dollars is spent weekly in productions. But the totals of today are infantile compared to what the motion picture men believe will be the sums dealt with tomorrow—20% of the people of the United States are regular attendants, and it is believed that 60% of the population will be regular film goers in the next few years.

With almost twenty million (20,000,000) paid admissions a day and with a reasonable hope of sixty million (60,000,000) paid admissions daily in the not-too-distant future—the picture people **feel justified in making large investments.**

Find Millions Turning From Malt to Movies.



Reprint from *Chicago Tribune.*

Motion picture promoters headline the statistics they have gathered since wartime prohibition went into effect with the catchword of cheer, "FROM MALT TO MOVIES" and, ever deft in acclaiming, now acclaim their establishments as "the substitute diversion for the saloon."

Their first contention is that a great deal of the money that used to go across the bars for drinks for the homeward bound is now spent for a dollar's worth of tickets for the movies at least once a week, and their second is that large amounts of brewery, saloon, and cafe capital have been put into the picture business, partly because that was a kind of capital which was content only with quick returns.

Showmen's Views.

J. J. Shubert, a canny showman, says:

"Two billion dollars was spent for liquor every year. A great part of that expenditure—yes, the greater—is going to be spent on the theatre, because the people who spent that money will crave entertainment and will look to theatres for it."

John C. Flinn, press agent for the Artcraft and Paramount films, says:

"Since Detroit went dry the attendance at motion picture theatres has steadily increased. The business flourishes best in states that have been dry two years or more."

Report From the Treasurer's Dept. at Toronto, Canada.

The theatre ticket tax for the Province of Ontario is more than replacing the revenue formerly derived by the Provincial government from liquor licenses. During the last year that spirituous liquor was sold openly over the bars in Ontario hotels, the revenue from liquor licenses in the province totaled $437,888. Officials of the Government declare that 1919-20 revenue from the theatre ticket tax will be far in excess of their estimate of $750,000. In fact, it is intimated that the total receipts will approach the $1,400,000 mark for the current fiscal year.

Extracts from THE EXHIBITORS TRADE REVIEW

Never before in the history of the motion picture industry has such attention been given to it as is now being centered upon it by capitalists and legislators.

A prominent Senator, who is perhaps the greatest exponent of screen and newspaper publicity in the capital, had this to say to a representative of the Exhibitors Trade Review: "If the government ownership movement continues to grow, and there is no doubt of its growth, as various seriously considered plans, such as the Plumb railroad bill, indicates, capital will seek those industries which are not susceptible of government ownership, and which are yet patronized universally and steadily by the public."

What Is the Greatest Public Serving Institution?

The theatres, and particularly and essentially the MOTION PICTURE THEATRES. It is not a fad. It is as much a natural growth as the schools. Our tax returns, and other statistics show that even in the darkest periods of our national life, the motion picture exhibition is prosperous and is as essential as milk or meat.

In the pursuit of happiness, which is our avowed purpose in life, amusement has a large share in the routine of our daily life.

It is so essential that great capitalists are readily looking upon the Motion Pictures as the safest investment with a return as great as ever came from an investment in a public utility.

It is a fact, that recently, plans were completed by one of the greatest capitalists in the country, who is already said to have made substantial investments in motion pictures, to carry on a great Americanization campaign.

In mapping out his plan of action, he selected the screen as the most important educational agency in the world, and he says:

"People are not forced to attend motion picture theatres as they are forced to ride on railways, yet it is the greatest single public serving institution, in the world, but, not a public utility or a necessity, and therefore not amenable to government ownership."

Showmen See $2,250,000 as Gain Here Annually.

Reprint from *Chicago Tribune.*

Chicago motion picture men maintain that the principal cause for the "motion picture boom" is strictly a family matter. Basing their explanation on observation of the habits of a considerable number of metropolitan male humans—say one in twenty—they assert that the price of the evening drink formerly enjoyed by the man on the way home from business, now turns, at the most moderate calculation, two and a quarter million dollars a year into the movies of Chicago. Some of the fanciers in figures run their estimate up to nearly $7,000,000 a year.

Taking the lower estimate first, the argument runs thus: If 150,000 men—or one in twenty of the population of Chicago—on the way home from business spent 15 cents each on 100 nights of the year on some kind of alcoholic pick-me-up, you get an annual expenditure of $15 per individual, or a total for the 150,000 or $2,250,000.

Higher Figures Offered.

But if these 150,000 habitual nippers each had a 15-cent drink on the way home on 300 nights of the year, the annual total per individual was $45, or, for the bunch, $6,750,000 a year.

Or, if the brethren foregathered six nights a week on the hither side of the bar and spent 15 cents each, the weekly total per individual was 90 cents a week, or, $46.80 a year. For all the 150,000 comrades who said, "No, not another drop," after they had had the first drink, the annual total shoots above seven millions. To be detailed, $7,020,000.

But the movie estimators maintain that that first drink is the small factor in their calculations because it seldom was the last, and that if they permitted themselves to count in the "just-one-more" and the "let's-have-another" they would run into annual nation-wide totals that would make the war debts of the world seem like petty cash.

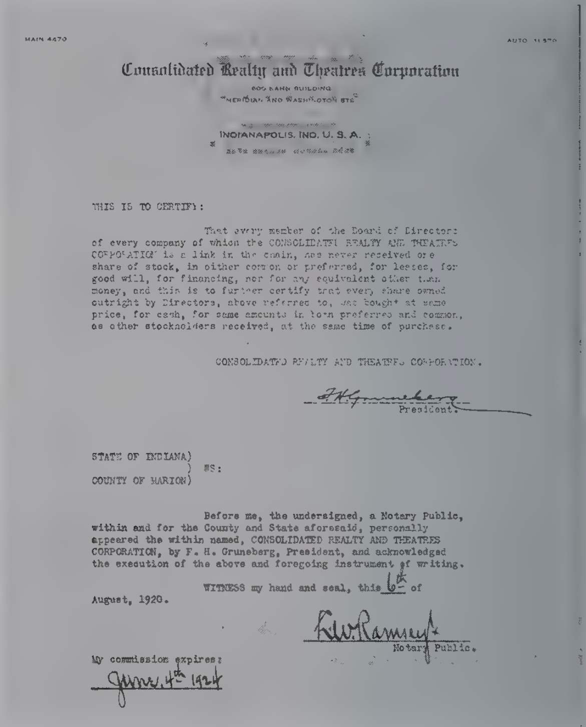
Nor do the Chicago movie operators claim that they are getting all this by-product of the new conditions, but they do insist that a considerable part of that minimum of 90 cents a week comes their way because father, deprived of his wet refreshment, is willing to give the family a dry treat at the "substitute diversion for the saloon" at least once a week.

WE BUY YOUR FRIENDSHIP WITH SQUARE DEALINGS

——YOU PROFIT BY FRIENDSHIP——

A SQUARE DEAL TO EVERYONE

SWORN STATEMENT CLEARLY SHOWS EVERYONE PAYS SAME PRICE. EVERYONE TREATED EXACTLY ALIKE



MAIN 4470 AUTO 11 570

Consolidated Realty and Theatres Corporation

600 KAHN BUILDING
MERIDIAN AND WASHINGTON STS.
INDIANAPOLIS, IND. U. S. A.

THIS IS TO CERTIFY:

That every member of the Board of Directors of every company of which the CONSOLIDATED REALTY AND THEATRES CORPORATION is a link in the chain, has never received one share of stock, in either common or preferred, for leases, for good will, for financing, nor for any equivalent other than money, and this is to further certify that every share owned outright by Directors, above referred to, was bought at same price, for cash, for same amounts in both preferred and common, as other stockholders received, at the same time of purchase.

CONSOLIDATED REALTY AND THEATRES CORPORATION.

F. H. Gruneberg
President.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, within and for the County and State aforesaid, personally appeared the within named, CONSOLIDATED REALTY AND THEATRES CORPORATION, by F. H. Gruneberg, President, and acknowledged the execution of the above and foregoing instrument of writing.

WITNESS my hand and seal, this 6th of August, 1920.

F. W. Ramsey
Notary Public.

My commission expires:
June. 4th 1924

When Buying Land, Leases or Anything,
WE ALWAYS PAY IN CASH.

No Stock Ever Issued for Services.

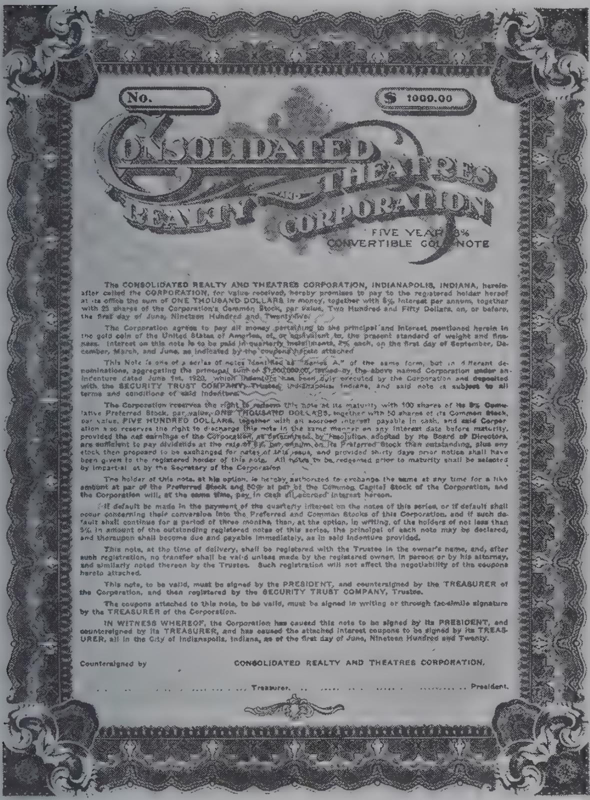
—WE PROFIT THROUGH GOOD WILL—

—FRIENDSHIP PRODUCES PROFITS—

Interest Is Payable Every Three Months
You Do Not Have to Wait
Until Our Houses Are Built and Operated

—8%—

Our Five-Year Convertible Gold Notes
Yield 2% Interest Quarterly
December—March—June and September.



No.

$ 1000.00

CONSOLIDATED REALTY AND THEATRES CORPORATION

FIVE YEAR 8%
CONVERTIBLE GOLD NOTE

The CONSOLIDATED REALTY AND THEATRES CORPORATION, INDIANAPOLIS, INDIANA, hereinafter called the CORPORATION, for value received, hereby promises to pay to the registered holder hereof at its office the sum of ONE THOUSAND DOLLARS in money, together with 8% interest per annum, together with 25 shares of the Corporation's Common Stock, par value, Two Hundred and Fifty Dollars, on, or before, the first day of June, Nineteen Hundred and Twenty-five.

The Corporation agrees to pay all money pertaining to the principal and interest mentioned herein in the gold coin of the United States of America, of, or equivalent to, the present standard of weight and fineness. Interest on this note is to be paid in quarterly installments, 2% each, on the first day of September, December, March, and June, as indicated by the coupons hereto attached.

This Note is one of a series of notes identified as "Series A," of the same form, but in different denominations, aggregating the principal sum of $1,500,000.00, issued by the above named Corporation under an indenture dated June 1st, 1920, which Indenture has been duly executed by the Corporation and deposited with the SECURITY TRUST COMPANY, Trustee, Indianapolis, Indiana, and said note is subject to all terms and conditions of said Indenture.

The Corporation reserves the right to redeem this note at its maturity with 100 shares of its 8% Cumulative Preferred Stock, par value, ONE THOUSAND DOLLARS, together with 50 shares of its Common Stock, par value, FIVE HUNDRED DOLLARS, together with all accrued interest payable in cash, and said Corporation also reserves the right to discharge this note in the same manner on any interest date before maturity, provided the net earnings of the Corporation, as determined by resolution adopted by its Board of Directors, are sufficient to pay dividends at the rate of 8% per annum on its Preferred Stock then outstanding, plus any stock then proposed to be exchanged for notes of this issue, and provided thirty days prior notice shall have been given to the registered holder of this note. All notes to be redeemed prior to maturity shall be selected by impartial lot by the Secretary of the Corporation.

The holder of this note, at his option, is hereby authorized to exchange the same at any time for a like amount at par of the Preferred Stock and 50% at par of the Common Capital Stock of the Corporation, and the Corporation will, at the same time, pay in cash all accrued interest hereon.

If default be made in the payment of the quarterly interest on the notes of this series, or if default shall occur concerning their conversion into the Preferred and Common Stocks of this Corporation, and if such default shall continue for a period of three months, then, at the option, in writing, of the holders of not less than 5% in amount of the outstanding registered notes of this series, the principal of each note may be declared, and thereupon shall become due and payable immediately, as in said Indenture provided.

This note, at the time of delivery, shall be registered with the Trustee in the owner's name, and, after such registration, no transfer shall be valid unless made by the registered owner, in person or by his attorney, and similarly noted thereon by the Trustee. Such registration will not affect the negotiability of the coupons hereto attached.

This note, to be valid, must be signed by the PRESIDENT, and countersigned by the TREASURER of the Corporation, and then registered by the SECURITY TRUST COMPANY, Trustee.

The coupons attached to this note, to be valid, must be signed in writing or through fac-simile signature by the TREASURER of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused this note to be signed by its PRESIDENT, and countersigned by its TREASURER, and has caused the attached interest coupons to be signed by its TREASURER, all in the City of Indianapolis, Indiana, as of the first day of June, Nineteen Hundred and Twenty.

Countersigned by

CONSOLIDATED REALTY AND THEATRES CORPORATION.

.... Treasurer. .... President.

All of Our Buildings—Will Be Financed
With Our 8% Gold Notes
You Can Now Get Interest Without Delay

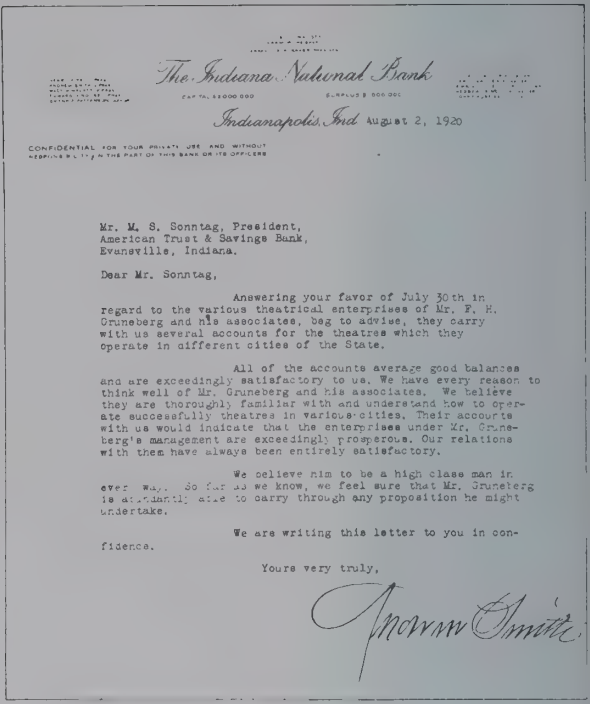
As a Rule—Should Money From Stock Sales
Be Used to Finance Buildings
You Get No Dividends for Eighteen Months

—CO-OPERATION IS THE RESULT—

SQUARE DEALINGS WILL ALWAYS PRODUCE GOOD FRIENDS

MOST OF US KNOW THE WONDERFUL WORTH OF FRIENDSHIP

YOU HELP US MAKE LARGE PROFITS



The Indiana National Bank

CAPITAL $2,000,000 SURPLUS $[illegible],000,000

Indianapolis, Ind. August 2, 1920

CONFIDENTIAL FOR YOUR PRIVATE USE AND WITHOUT RESPONSIBILITY ON THE PART OF THIS BANK OR ITS OFFICERS

Mr. M. S. Sonntag, President,
American Trust & Savings Bank,
Evansville, Indiana.

Dear Mr. Sonntag,

Answering your favor of July 30th in regard to the various theatrical enterprises of Mr. F. H. Gruneberg and his associates, beg to advise, they carry with us several accounts for the theatres which they operate in different cities of the State.

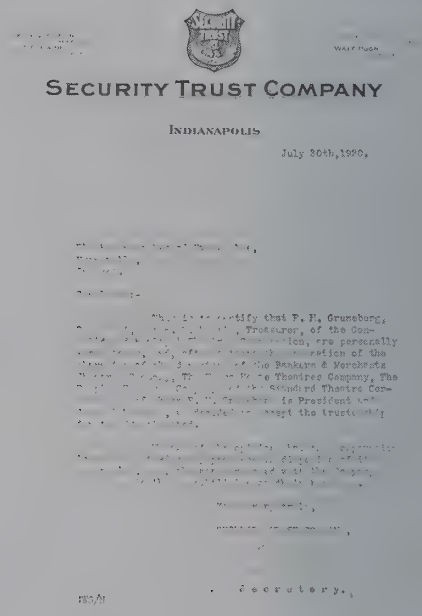
All of the accounts average good balances and are exceedingly satisfactory to us. We have every reason to think well of Mr. Gruneberg and his associates. We believe they are thoroughly familiar with and understand how to operate successfully theatres in various cities. Their accounts with us would indicate that the enterprises under Mr. Gruneberg's management are exceedingly prosperous. Our relations with them have always been entirely satisfactory.

We believe him to be a high class man in every way. So far as we know, we feel sure that Mr. Gruneberg is abundantly able to carry through any proposition he might undertake.

We are writing this letter to you in confidence.

Yours very truly,

Andrew Smith



SECURITY TRUST COMPANY

INDIANAPOLIS

July 30th, 1920,

[illegible]

[illegible]

This is to certify that F. H. Gruneberg, [illegible], Treasurer, of the Con[illegible], are personally [illegible] ration of the [illegible] the Bankers & Merchants [illegible] Theatres Company, The [illegible] Standard Theatre Cor[illegible] F. H. Gruneberg is President [illegible] accept the trust [illegible]

[illegible]

[illegible]

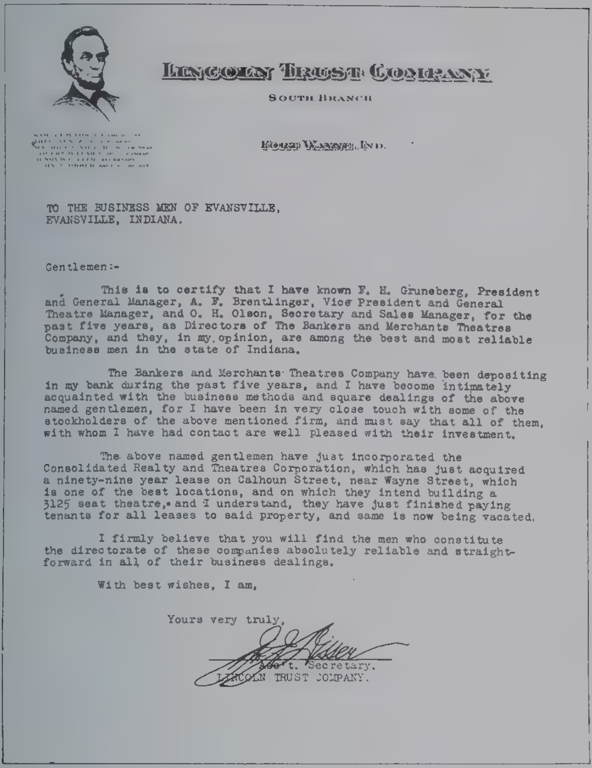
[illegible]

Secretary.

FWS/M

WE DIVIDE LARGE PROFITS WITH YOU

CO-OPERATION MEANS SUCCESS



LINCOLN TRUST COMPANY
SOUTH BRANCH
FORT WAYNE, IND.

TO THE BUSINESS MEN OF EVANSVILLE,
EVANSVILLE, INDIANA.

Gentlemen:-

This is to certify that I have known F. H. Gruneberg, President and General Manager, A. F. Brentlinger, Vice President and General Theatre Manager, and O. H. Olson, Secretary and Sales Manager, for the past five years, as Directors of The Bankers and Merchants Theatres Company, and they, in my opinion, are among the best and most reliable business men in the state of Indiana.

The Bankers and Merchants Theatres Company have been depositing in my bank during the past five years, and I have become intimately acquainted with the business methods and square dealings of the above named gentlemen, for I have been in very close touch with some of the stockholders of the above mentioned firm, and must say that all of them, with whom I have had contact are well pleased with their investment.

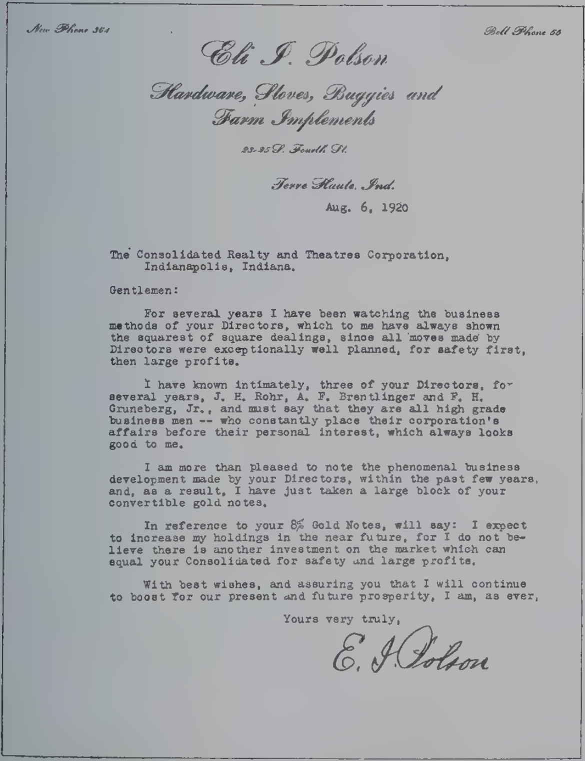
The above named gentlemen have just incorporated the Consolidated Realty and Theatres Corporation, which has just acquired a ninety-nine year lease on Calhoun Street, near Wayne Street, which is one of the best locations, and on which they intend building a 3125 seat theatre, and I understand, they have just finished paying tenants for all leases to said property, and same is now being vacated.

I firmly believe that you will find the men who constitute the directorate of these companies absolutely reliable and straightforward in all of their business dealings.

With best wishes, I am,

Yours very truly,

Ass't. Secretary.
LINCOLN TRUST COMPANY.



New Phone 364 *Bell Phone 56*

Eli J. Polson

Hardware, Stoves, Buggies and
Farm Implements

23-25 S. Fourth St.

Terre Haute, Ind.

Aug. 6, 1920

The Consolidated Realty and Theatres Corporation,
Indianapolis, Indiana.

Gentlemen:

For several years I have been watching the business methods of your Directors, which to me have always shown the squarest of square dealings, since all moves made by Directors were exceptionally well planned, for safety first, then large profits.

I have known intimately, three of your Directors, for several years, J. H. Rohr, A. F. Brentlinger and F. H. Gruneberg, Jr., and must say that they are all high grade business men -- who constantly place their corporation's affairs before their personal interest, which always looks good to me.

I am more than pleased to note the phenomenal business development made by your Directors, within the past few years, and, as a result, I have just taken a large block of your convertible gold notes.

In reference to your 8% Gold Notes, will say: I expect to increase my holdings in the near future, for I do not believe there is another investment on the market which can equal your Consolidated for safety and large profits.

With best wishes, and assuring you that I will continue to boost for our present and future prosperity, I am, as ever,

Yours very truly,

E. J. Polson

WE WANT YOUR CO-OPERATION

ALL BIG SUCCESSES ARE HAD THROUGH COOPERATION

Big Money Making Reta

WHEN YOU ARE PART OWNER
WHICH A
THE BUSIEST STREET—NEAR
—YOU WIL
THAT THERE IS NO BETTER INV

THE WAYNE THEATRE, 3125 SEATS,

YOU HELP US MAKE LARGE PROFITS

ONE ENTRANCE WILL FACE CALHOUN–

THIS BIG 3125 SEAT THEATRE, ON ACC
FOR BANKS—MERCHANTS—PROF
FROM A 250,000 POPULATION, FOR WE

WE HELP TO BOOST YOUR BUSINESS

Locations on Busiest Street U

s Prefer the Busiest Street

LARGE MAIN STREET BUILDINGS
OCATED ON

EST CORNER—IN A GOOD TOWN,
IEN KNOW—
IENT ON THE FACE OF THE EARTH.

BE ONE OF THE LARGEST IN AMERICA

WE
DIVIDE
LARGE
PROFITS
WITH
YOU

ONE ENTRANCE WILL FACE WAYNE STS.

OF SIZE, SHOULD PULL A LARGE TRADE
ONAL MEN—IN BUSINESS SECTION,
ADVERTISE WITHIN RADIUS OF 25 MILES

—WHILE YOU HELP TO BOOST OURS.

lly Produce the Biggest Profits

HARD WORK IS THE FATHER OF SUCCESS

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American Trust and Savings Bank

MARCUS S. SONNTAG
[illegible]
[illegible]
CHARLES D. DAWE[illegible]

CAPITAL & SURPLUS
$300000.

Evansville, Ind.

August 13, 1920

Mr. F. H. Gruneberg, Pres.,
Indianapolis, Indiana.
Dear Sir:

In answer to your letter of the 10th inst., in which you ask us our opinion of your business methods and square dealings used by you in obtaining the 99 year leases on the Chute, Gottman, Hunnell and Orr properties, which are located on our busiest street, near busiest corner, and also your business line-up for the sale of your 7% Guaranteed Preferred Stock, for which our Bank is Trustee, and also our opinion regarding the money making possibilities of your 2500 seat Victory Theatre, and 105 room Hotel, will say:

Our President, Mr. Marcus S. Sonntag, was with you during every contact you had with the different lessors, was with you during every contact you had in a business way with the business men of Evansville, and we must say that he admired the way you scaled each different proposition in trying to get absolute equity.

We have analyzed thoroughly your business line-up, governing your 7% Guaranteed Preferred Stock, and the equity scale of square dealings shows strongly in every paragraph, and, in our opinion, this Preferred is equal to any good bond--difference being, stock is without registered mortgage, but has every other safeguard.

We have every reason to believe that your Victory Theatre and Hotel will be a phenomenal success, for your houses are the size and kind which Evansville needs, and both Theatre and Hotel have best location in town, and Mr. Sonntag has visited your Orpheum and your Liberty, and, judging by the shows and the number of people he has seen, waiting in line to get in, in both houses, we believe that you are going to have a much larger success in Evansville, for your method of advertising within a radius of 25 miles, will draw a large number of people, and your Victory Theatre can take care of the crowds.

Hoping this letter will be of service to you, we are, as ever

Yours very sincerely.

Marcus S Sonntag

DICKINSON TRUST COMPANY

CAPITAL $200,000.00 — SURPLUS $125,000.00

RICHMOND, INDIANA

Mr. F H Gruneberg Pres.,
Indianapolis, Indiana.

Dear Sir:

Your valued favor of the 11th inst., asking us to give our views regarding your business methods in handling The Peoples Theatres Company's Murray and Murrette Theatres, which are located in our town, and to state what we have heard from your local stockholders, regarding their satisfaction in reference to your dealings with them, was received.

Several years ago, when you took over the Murray and the Murrette both theatres were run down, needed repairs and decorations- and, above all, they needed patrons.

As soon as you took these theatres over, we noticed you made extensive repairs, installed new machinery, organs, etc., and under the direction of your General Theatre Manager, A. F. Brentlinger, assisted by your able Local Manager, Frank Holland, you gave the people high grade vaudeville, best grade films, and very good music, at a reasonable price, and the people have responded so well, that they more than fill your house, as is often evidenced by the crowds on the sidewalk, waiting to see the show.

Your Company being depositors in our Bank for several years, has given us an opportunity to judge your business methods, which we believe are of extreme high grade, and we have been in contact with many of your stockholders, and all of them seem to be well pleased, and they all seem to know that they are getting the squarest kind of a square deal.

With best wishes, we are

Yours very truly,

DICKINSON TRUST COMPANY

Treasurer.

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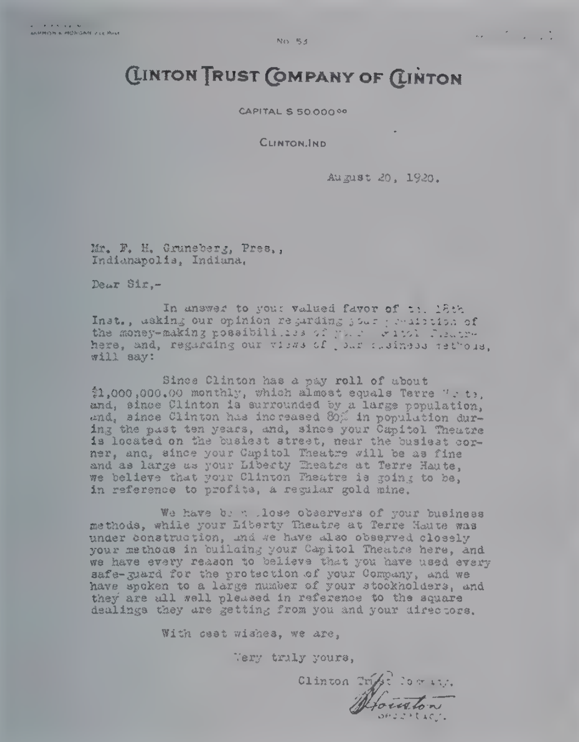
SUCCESS AND HARD WORK GO TOGETHER

A GOOD WORKER IS ALWAYS A BOOSTER



No. 53

CLINTON TRUST COMPANY OF CLINTON

CAPITAL $ 50,000.00

CLINTON, IND

August 20, 1920.

Mr. F. H. Gruneberg, Pres.,
Indianapolis, Indiana.

Dear Sir,-

In answer to your valued favor of the 18th Inst., asking our opinion regarding your [illegible] of the money-making possibilities of your Capitol Theatre here, and, regarding our views of your business methods, will say:

Since Clinton has a pay roll of about $1,000,000.00 monthly, which almost equals Terre Haute, and, since Clinton is surrounded by a large population, and, since Clinton has increased 80% in population during the past ten years, and, since your Capitol Theatre is located on the busiest street, near the busiest corner, and, since your Capitol Theatre will be as fine and as large as your Liberty Theatre at Terre Haute, we believe that your Clinton Theatre is going to be, in reference to profits, a regular gold mine.

We have been close observers of your business methods, while your Liberty Theatre at Terre Haute was under construction, and we have also observed closely your methods in building your Capitol Theatre here, and we have every reason to believe that you have used every safe-guard for the protection of your Company, and we have spoken to a large number of your stockholders, and they are all well pleased in reference to the square dealings they are getting from you and your directors.

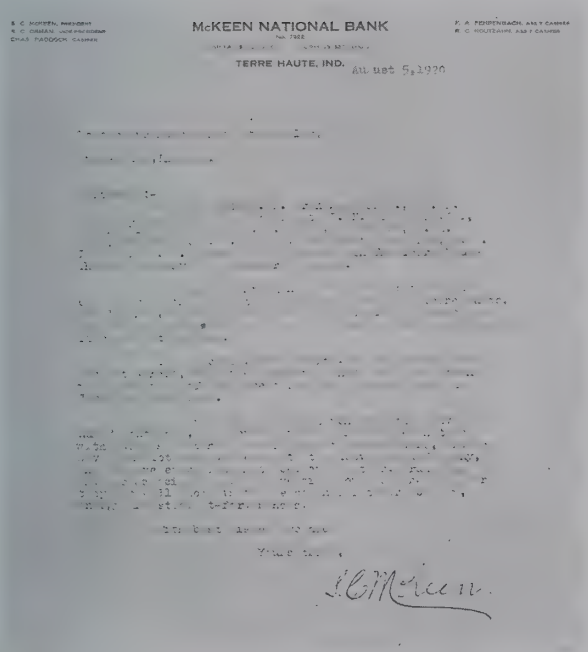
With best wishes, we are,

Very truly yours,

Clinton Trust Company.

Houston

Secretary.



McKEEN NATIONAL BANK

TERRE HAUTE, IND. August 5, 1920

OUR PAST SUCCESS CALLS FOR FUTURE SUCCESS

OUR FUTURE SUCCESS DEPENDS ON OUR BOOSTERS

A GOOD BOOSTER IS ALWAYS A SUCCESS

ALL THEATRES IN THIS INDIANA CHAIN——HA

The Victory Theatre, 6th and Main Sts., Evansville

Located on the Busiest Street, Near the Busiest Corner

The Liberty Theatre, Wabash Avenue, Terre Haute

Located on the Busiest Street, Near the Busiest Corner

The Orpheum Theatre, Calhoun Street, Ft. Wayne

Crowds Like This – Can Produce Large Profits for You

ALL THEATRES IN THIS INDIANA CHA

AME FINANCIAL AND THEATRE MANAGEMENT

The Wayne Theatre, Facing Wayne St., Fort Wayne

Located on the Busiest Street, Near the Busiest Corner

The Wayne Theatre, Facing Calhoun St., Fort Wayne

Located on the Busiest Street, Near the Busiest Corner

LONG TO OUR CO-WORKING CORPORATIONS

SOME ARE PAYING LARGE DIVIDENDS——SO

The Murrette Theatre, Main Street, Richmond, Ind.

Located on the Busiest Street, Near the Busiest Corner

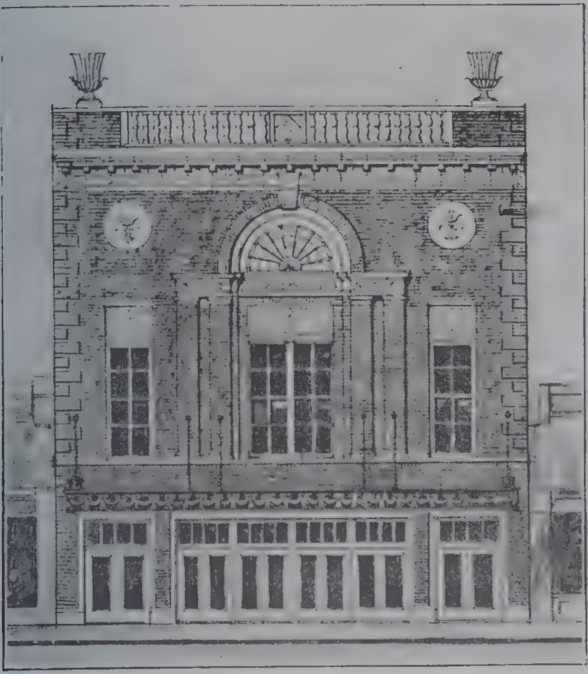
The Murray Theatre, 10th and Main Sts., Richmond

Located on the Busiest Street, Near the Busiest Corner

——ALL LEASES AND PURCHASED GROUND—

NDER CONSTRUCTION, SOME ARE TO BE BUILT

The Capitol Theatre, Main Street, Clinton, Indiana



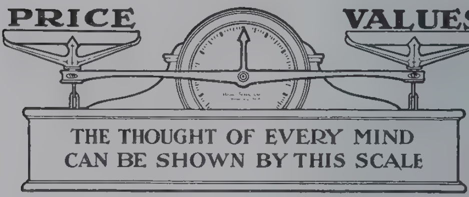
Located on the Busiest Street, Near the Busiest Corner

The Anderson Theatre, Meridian Street, Anderson

Located on the Busiest Street, Near the Busiest Corner

—ARE FREE FROM CLAIMS OF TENANTS—

Thinking Correctly Is a Developed Habit
Which You Can Develop in Others,
Through the Use of Figurative Balance Scale.


PRICE
VALUES
THE THOUGHT OF EVERY MIND
CAN BE SHOWN BY THIS SCALE

You Can Prove by Your Own Daily Routine,
Which Calls for Correct Thought,
That This Figurative Scale Is Accurate.

You buy 5 lbs. sugar from your nearest grocer;
In one pan is the price—in other pan is the sugar value. Scale balances with—value in money-by-value in sugar.

Buy Main Street property, near busiest corner;
In one pan is price—in other pan is Main Street Values. Scale balances with—value in money-by-value in property.

You buy 120 acre improved farm near your town;
In one pan is the price—in other pan is the farm value. Scale balances with—value in money-by-value in property.

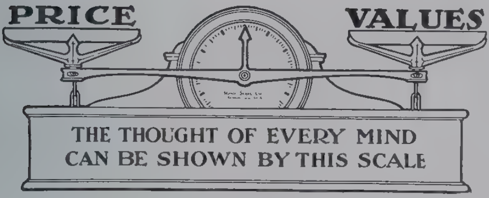
You hire 5 men to work as farm hands on farm;
In one pan is total price—in other pan is the work value. Scale is balanced with—value in money-by-value in work.

You buy services of Doctor, Dentist or Lawyer;
In one pan is the price—in other pan is service value. Scale balances with—value in money-by-value in service.

When you buy good will and you buy friendship, you pay with loyalty, good fellowship and square dealings. In one pan is square dealing—in other pan is good will.

We Are Now Seeking Your Co-operation and Good Will
and, to Balance Scale, We Hope to Give You
Large Profits—100% Values—and Square Dealings.

After Our 3,125 Seat Theatre Is Completed
And Operations Show Big Profits and Big Earnings
You Can Then Exchange for Larger Profits


PRICE
VALUES
THE THOUGHT OF EVERY MIND
CAN BE SHOWN BY THIS SCALE

You Can Scale the Tremendous Advantages
In Exchanging for 8% Preferred, with 50% Common,
And See Big Profits as a Direct Result.

You buy $1,000 of our—8%—Convertible Gold Notes; In one pan is $1,000—in other pan is—8%—Gold Notes, Scale balances with—$1,000 in cash-by-$1,000 in value.

You exchange $1,000 in notes—for $1,500 in stock; of the **Consolidated Realty and Theatres Corporation,** and in exchange, you get $1,000 Pfd. and $500 in Common.

Now scale $1,000—8%—Note—with $1,000—8%—Stock; Scale balances—$1,000 Note value-by-$1,000 Stock value.

Now scale Note interest—————with Stock dividend; In one pan is—8%—interest—in other pan—8%—dividend, Scale is now balanced with—8% interest-by-8%-dividend.

The **Consolidated** intends retiring its Preferred with all net profits, surplus to its yearly dividends, and its Common Stock, when Preferred is retired, then owns everything belonging to the business—and Common will then receive all of the **Consolidated's** net profits.

You now scale value of your—$500—Common bonus. In one pan is all the Common—in other pan all the profits. To balance scale—you must give each $500 in Common a big increase in value—to balance its increased assets, and also balance the big increase in Common profits.

Rockefeller—Morgan—Ford—DuPont—and—Others
Have Correct Thinking Habits, Well Developed,
Through Constant Use of the Figurative Scale.

Kindly Read the Following Main Points Carefully

1st—These 8% Convertible Notes will be backed by ownership in large————main street building, on the busiest street————near busiest corner, and also backed by the following conditions:

a—Ownership in very large main street buildings,

b—Constantly increasing main street values,

c—Profits from ——— large main street theatres,

d—Our proven ——— general financial management,

[redacted]

f—You get cash interest——every——3——months,

g—After you pay————you get cash within 90 days.

2nd—You can get ownership————in large theatres. When Fort Wayne buildings———are completed, when theatre operations show big profits, we will then exchange your 8% Gold Notes for preferred—with 50% bonus in common.

a—After theatre buildings are completed———and earnings proven————you can then exchange.

b—When theatre profits are proven———we will exchange an equal amount of—8%—preferred, with bonds of 50% common in Corporation's Stock——for your 8% Convertible Gold Note.

c—Security Trust Company, Indianapolis, Ind., has our stock in trust for your security.

3rd—Our 3125 seat main street Wayne Theatre, should always show to very large crowds, and thereby increase the trade of every bank and merchant near Calhoun Street.

a—Our management has produced—12%—yearly, together with a good increase————in value, for stockholders of three———3———companies, and, with large theatres——2000—to—4000——seats, much larger profits should be produced.

b—We can buy at lowest prices, at wholesale, on account of our large theatre chain.

c—Our management————will advertise heavily, within a radius of 25 miles of Fort Wayne.

d—Heavy advertising should get many patrons within a radius which has 250,000 people.

e—We will get—large number of good boosters from among the 250,000—and they will help get maximum profits for our stockholders.

Kindly Mail Postal for More Information

THROUGH READING THE FOREGOING PAGES
YOU CAN PLAINLY SEE
THAT WE WANT LIVE WIRE STOCKHOLDERS

We Want You Locally for Your Co-operation
In Helping Us to Make Large Profits
In Boosting Our Business to Your Friends

To get patrons from 250,000 population
our theatre will advertise thoroughly
within a 25-mile radius of our town.

On account of wanting to get many patrons
we want all live ones within 25 miles
to help produce large profits for company.

We Are Not Asking You—Nor Your Friends,
To Boost Our Town
You Boost for Profit—That Boosts the Town.

We Need Your Co-operation—and Good Will
More Than We Need Your Money.
Can Get Cash, Without Boosters, Elsewhere.

Consolidated Realty and Theatres Corp.
Has All the Requirements
To Conform to the Indiana Blue Sky Law.

OUR GENERAL FINANCIAL MANAGEMENT
PRODUCED FOR MANY STOCKHOLDERS,
LARGE PROFITS———FOR MANY YEARS.

IF YOU ARE A GOOD, BIG BOOSTER
WHO WANTS BIG PROFITS
KINDLY SIGN AND SEND POSTAL TODAY.

SAFETY AND LARGE PROFITS
—Through Carefully Constructed—
MAIN STREET BUSINESS PROPERTY

$1,000.00—To person, or firm, who can prove that other architects and other engineers, have produced, within past 12 months, a better 3125 seat theatre, at the price we pay for our Wayne theatre building.

$1,000.00—To person, or firm, who can prove that his corporation has given more safety and more 100 cts. on the dollar, in building values, within 12 months, than we are giving our stockholders.

$1,000.00—To person, or firm, who can prove that there is one theatre of 3,125 seats, erected within the past 12 months, which has a more efficient stage plan for economy, in reference to workmen, and for the maximum in stage effects, and for smoother running than ours.

$1,000.00—To person, or firm, who can prove that there is one chain whose theatres are better located on the main streets, in similar towns, than are theatres now being constructed together with those being operated in the chain in which our theatre is a link.

$1,000.00—To person, or firm, who can prove that there is one theatre in United States, which is better ventilated in summer, with refrigerated washed-cooled air, which is better ventilated in winter, with washed-heated air, than is ours.

$1,000.00—To person, or firm, who can prove that there is one large theatre in America, which was built during past 12 months, which has better and more economical lighting system than our Wayne theatre, at the same cost.

Consolidated
Realty and Theatres
Corporation
INDIANAPOLIS—IND.

TO HELP YOU JOIN US TO-DAY——WE MADE THIS BLANK FOR 12 PAYMENTS——INSTEAD OF SPOT CASH

8% CONVERTIBLE GOLD NOTES

DEFERRED PAYMENT SUBSCRIPTION TO CONVERTIBLE GOLD NOTES OF

8% CONVERTIBLE GOLD NOTES

Consolidated Realty and Theatres Corporation

403 Physicians Defense Bldg., Fort Wayne, Ind.

Make all checks payable direct to **CONSOLIDATED REALTY AND THEATRES CORPORATION**

I hereby subscribe to 4 Gold Notes, par value, $100.00 each, Total Four Hundred Dollars of Consolidated Realty and Theatres Corporation's 8% Convertible Gold Notes, with quarterly interest, payable 1st of December—March—June—and—September—of each year, and I hereby agree to pay for same in cash, with subscription, the sum of Thirty three 70/100 Dollars, as first payment, and I further agree to pay the balance in-11-equal installments, in the sum of Thirty three 30/100 Dollars each, payable on the 25th day of each month, from date hereof, until this subscription is paid in full.

The 12 installments are arranged so that you will have paid for 1—2—3—4—or—5 Notes every 3 months, and all paid Notes will be delivered to you, just before interest dates—1st of Dec—Mar.—June—Sept, so that you can cash the current coupons—every 3 months. No interest charged for delayed payments.

Date September 27 1920

Name

Address

THIS DELAYED PAYMENT BLANK WILL BE CANCELLED OCT. 1, 1920—AFTER WHICH DATE OTHER BLANKS WILL BE USED.

12 PAYMENT BLANK——FOR YOUR PROMPT ACCEPTANCE.

THIS BLANK CANNOT BE USED AFTER OCTOBER 1, 1920.

8%——CONVERTIBLE GOLD NOTES——8%

In using this partial payment subscription blank, amount you pay by check, with subscription, and amount you pay on 25th of each month, until paid, is itemized below, for your convenience:

For $ 400—send check $ 33.70—pay $ 33.30 per month
For $ 800—send check $ 67.40—pay $ 66.60 per month
For $1200—send check $100.00—pay $100.00 per month
For $1600—send check $134.80—pay $133.20 per month
For $2000—send check $168.50—pay $166.50 per month

SUBSCRIPTION OF $400—$800—$1200—$1600 and $2000 when paid, as above provided——will pay in full for

1—GOLD NOTE—EVERY 3 MONTHS——ON SUBSCRIPTION OF $ 400
2—GOLD NOTES—EVERY 3 MONTHS——ON SUBSCRIPTION OF $ 800
3—GOLD NOTES—EVERY 3 MONTHS——ON SUBSCRIPTION OF $1200
4—GOLD NOTES—EVERY 3 MONTHS——ON SUBSCRIPTION OF $1600
5—GOLD NOTES—EVERY 3 MONTHS——ON SUBSCRIPTION OF $2000

KINDLY WRITE NAME & ADDRESS CLEARLY ON OTHER SIDE MAKE ALL CHECKS TO CORPORATION NAMED BELOW, AND

SEND THIS SUBSCRIPTION AND CHECK TO US AT ONCE, AND WE WILL SEND DUPLICATE, WITH RECEIPT, IF ACCEPTED.

IF RECEIVED TOO LATE—YOUR CHECK WILL BE RETURNED.

CONSOLIDATED REALTY AND THEATRES CORPORATION
403 PHYSICIANS DEFENSE BLDG.————FORT WAYNE, IND.

TO HELP YOU JOIN US TO-DAY——WE MADE THIS BLANK FOR 12 PAYMENTS——INSTEAD OF SPOT CASH

8% CONVERTIBLE GOLD NOTES

**DEFERRED PAYMENT SUBSCRIPTION TO
CONVERTIBLE GOLD NOTES OF**

8% CONVERTIBLE GOLD NOTES

Consolidated Realty and Theatres Corporation

403 Physicians Defense Bldg., Fort Wayne, Ind.

Make all checks payable direct to CONSOLIDATED REALTY AND THEATRES CORPORATION

I hereby subscribe to ________ Gold Notes, par value, $100.00 each, Total ____________________ Dollars of Consolidated Realty and Theatres Corporation's 8% Convertible Gold Notes, with quarterly interest, payable 1st of December—March—June—and—September—of each year, and I hereby agree to pay for same in cash, with subscription, the sum of ____________________ Dollars, as first payment, and I further agree to pay the balance in-11-equal installments, in the sum of ____________________ Dollars each, payable on the 25th day of each month, from date hereof, until this subscription is paid in full.

The 12 installments are arranged so that you will have paid for 1—2—3—4—or—5 Notes every 3 months, and all paid Notes will be delivered to you, just before interest dates—1st of Dec—Mar.—June—Sept, so that you can cash the current coupons—every 3 months. No interest charged for delayed payments.

Date ______________________________ 1920

Name ______________________________

____

Address ______________________________

THIS DELAYED PAYMENT BLANK WILL BE CANCELLED OCT. 1, 1920—AFTER WHICH DATE OTHER BLANKS WILL BE USED.

12 PAYMENT BLANK——FOR YOUR PROMPT ACCEPTANCE.

THIS BLANK CANNOT BE USED AFTER OCTOBER 1, 1920.

8%——CONVERTIBLE GOLD NOTES——8%

In using this partial payment subscription blank, amount you pay by check, with subscription, and amount you pay on 25th of each month, until paid, is itemized below, for your convenience:

For $ 400—send check $ 33.70—pay $ 33.30 per month
For $ 800—send check $ 67.40—pay $ 66.60 per month
For $1200—send check $100.00—pay $100.00 per month
For $1600—send check $134.80—pay $133.20 per month
For $2000—send check $168.50—pay $166.50 per month

SUBSCRIPTION OF $400—$800—$1200—$1600 and $2000 when paid, as above provided——will pay in full for

1—GOLD NOTE—EVERY 3 MONTHS——ON SUBSCRIPTION OF $ 400
2—GOLD NOTES—EVERY 3 MONTHS——ON SUBSCRIPTION OF $ 800
3—GOLD NOTES—EVERY 3 MONTHS——ON SUBSCRIPTION OF $1200
4—GOLD NOTES—EVERY 3 MONTHS——ON SUBSCRIPTION OF $1600
5—GOLD NOTES—EVERY 3 MONTHS——ON SUBSCRIPTION OF $2000

KINDLY WRITE NAME & ADDRESS CLEARLY ON OTHER SIDE MAKE ALL CHECKS TO CORPORATION NAMED BELOW, AND

SEND THIS SUBSCRIPTION AND CHECK TO US AT ONCE, AND WE WILL SEND DUPLICATE, WITH RECEIPT, IF ACCEPTED.

IF RECEIVED TOO LATE—YOUR CHECK WILL BE RETURNED.

CONSOLIDATED REALTY AND THEATRES CORPORATION
403 PHYSICIANS DEFENSE BLDG.——————FORT WAYNE, IND.

WORK SHEET OF INDIVIDUAL RETURN OF TAXABLE INCOME

A. INCOME FROM BUSINESS OR PROFESSION.

1. Kind of business ______ 2. Business address ______

3. Total sales and income from business or professional services ______ $

COST OF GOODS SOLD:		OTHER BUSINESS DEDUCTIONS:	
4. Labor	$	12. Salaries and wages not reported as "Labor" under "Cost of goods sold"	$
5. Material and supplies		13. Rent on business property in which taxpayer has no equity	
6. Merchandise bought for sale		14. Interest on business indebtedness to others	
7. Other costs (submit schedule of principal items at foot of page or on separate sheet)		15. Taxes on business and business property	
8. Plus inventories at beginning of year (see instructions, Schedule A, page 2)		16. Repairs, wear and tear, obsolescence, depletion, and property losses (explain in table below)	
9. TOTAL	$	17. Amortization of war facilities	
10. Less inventories at end of year		18. Bad debts arising from sales or professional services	
11. NET COST OF GOODS SOLD	$	19. Other expenses (submit schedule of principal items at foot of page or on separate sheet)	
Did you claim an inventory loss for 1918?		20. TOTAL (Items 12 to 19, inclusive)	$
Is obsolescence claimed in deduction in Item 16?		21. NET COST, PLUS TOTAL DEDUCTIONS (Item 11 plus Item 20)	$

22. NET INCOME FROM BUSINESS OR PROFESSION (Item 3 minus Item 21) ______ $

B. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTOR'S FEES AND PENSIONS.

1. BY WHOM RECEIVED. (Give name.)	2. OCCUPATION.	3. NAME AND ADDRESS OF EMPLOYER.	4. AMOUNT RECEIVED.
			$

Salary to self and dependent minor children included in any deduction in Schedule A ______

TOTAL INCOME FROM SALARIES, ETC. ______ $

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS AND FIDUCIARIES (From Item 14 (a) Column 7, Page 1.) ______ $

D. PROFIT FROM SALE OF LAND, BUILDINGS, STOCKS, BONDS AND OTHER PROPERTY, AND FROM LIQUIDATING DIVIDENDS.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF PURCHASER OR BROKER.	3. SALE PRICE OR LIQUIDATING DIVIDENDS.	4. DATE ACQUIRED.	5. COST OR MARKET VALUE MARCH 1, 1913, IF ACQUIRED PRIOR THERETO.	6. COST OF SUBSEQUENT IMPROVEMENTS, IF ANY.	7. DEPRECIATION SUBSEQUENTLY SUSTAINED.	
Timber	Peabody Lumber Co. Col. City	$		$ 6600 00	$	$	
NET PROFIT FROM SALES (total of columns 3 and 7 minus total of columns 5 and 6)		$		$ 6600 00	$	$	$ 6600 00

E. INCOME FROM RENTS AND ROYALTIES.

1. KIND OF PROPERTY.	2. NAME AND ADDRESS OF TENANT, LESSEE, etc.	3. AMOUNT. (Cash or equivalent.)	4. REPAIRS, WEAR AND TEAR, OBSOLESCENCE, DEPLETION AND PROPERTY LOSSES.	5. INTEREST.	6. TAXES.	7. OTHER EXPENSES (EXPLAIN BELOW).	
Farms	Dove Garman & Harry Garman Parker Robinson	$ 3997 27	$ 741 34	$	$	$	
NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6 and 7)		$ 3997 27	$ 741 34		$		$ 3255 93

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH A TAX OF 2% WAS PAID BY DEBTOR CORPORATION.

Received directly, $ ______; received through fiduciaries (Item 14 (a) column 5), $ ______ TOTAL 9855 93

G. OTHER INCOME (not including dividends, or interest on obligations of the United States).

	AMOUNT RECEIVED.
1. Interest on bonds, mortgages, and other obligations of domestic and resident corporations except as reported in Item F	$
2. Interest on bonds of foreign countries and corporations, and dividends on stock of foreign corporations which are not taxable by the United States upon any portion of their net incomes	
3. Interest on bank deposits, mortgages, etc.	
4. Amount paid for you by debtor corporation on tax-free covenant bonds	
5.	

TOTAL ______ $

H. TOTAL NET INCOME FROM ABOVE SOURCES ______ $

I. GENERAL DEDUCTIONS NOT INCLUDED ABOVE. (Extend total deductions to last column.)

1. Interest paid	$ 60 30	3. Losses by fire, storm, etc. (explain in table below)	$	5. Bad debts and other deductions,	$	
2. Taxes paid	877 91	4. Contributions (list names and amounts below)		6. Amounts paid to beneficiaries, etc.		$ 938 21

J. Total net income on which normal tax is to be calculated at 1919 rates (H minus I) enter as 22, page 1 (unless minus quantity) ______ $ 8917 72

K(a). Dividends, cash or stock, from earnings of corporations taxable by the United States upon any portion of their net incomes including dividends on stock of personal service corporations declared out of profits earned prior to January 1, 1918:
1. Received directly, including Item 12 (a), column 2 ______ $ ______ 2. Received through partnerships, personal service corporations, and fiduciaries. (Item 12 (b), column 2, plus Item 14 (a), columns 3 and 4) ______ $ ______ TOTAL

K(b). Taxable interest on bonds and other obligations of the United States issued after September 1, 1917, and War Finance Corporation Bonds:
Received directly, $ ______; received through partnerships, personal service corporations and fiduciaries ______ $ ______ TOTAL

K(c). Other income from partnerships, personal service corporations and fiduciaries. (Item 14 (b), column 7) ______

L. Total net income subject to surtax at 1918-19 rates. (If Item J shows a minus quantity, deduct amount from total of K (a), K (b) and K (c) before entering on this line. (If this amount shows a minus quantity, see instructions L, page 2) ______ $ 8917 72

ENTER IN THIS TABLE DETAILS CONCERNING REPAIRS, WEAR AND TEAR, PROPERTY LOSSES, ETC., CLAIMED AS DEDUCTIONS IN SCHEDULES A, E AND I ABOVE.

1 REFER TO "A," "E" OR "I."	2. KIND OF PROPERTY (IF BUILDINGS, STATE ALSO MATERIAL OF WHICH CONSTRUCTED).	3. DATE ACQUIRED.	4. COST OR MARKET VALUE MARCH 1, 1913, IF ACQUIRED PRIOR THERETO.	5. REPAIRS (NOT OFFSET BY CLAIMS FOR WEAR AND TEAR AND LOSSES).	WEAR AND TEAR, OBSOLESCENCE AND DEPLETION CHARGED OFF. 6. RATE.	7. AMOUNT PREVIOUS YEARS.	8. AMOUNT THIS YEAR.	9. LOSSES NOT COMPENSATED FOR BY INSURANCE OR OTHERWISE. CAUSE AND HOW AMOUNT WAS ARRIVED AT.
			$	$		$	$	

EXPLANATION OF DEDUCTIONS claimed in Schedule A, lines 7 and 19; Schedule E, column 7; and Schedule I, Items 4, 5 and 6. (Attach separate sheet, if necessary)

DETACH THE RETURN (CONTAINING AFFIDAVIT) AND DELIVER OR SEND IT WITH PAYMENT TO COLLECTOR OF INTERNAL REVENUE ON OR BEFORE THE 15TH DAY OF THE THIRD MONTH AFTER THE CLOSE OF THE TAXABLE PERIOD.

KEEP THIS WORK SHEET AND THE INSTRUCTION SHEET

Page 1 of Work Sheet

Form 1040—UNITED STATES INTERNAL REVENUE SERVICE

WORK SHEET FOR INDIVIDUAL INCOME TAX RETURN

FOR NET INCOMES OF MORE THAN $5,000, OR FOR SEPARATE RETURN OF HUSBAND AND WIFE IN CASE THEIR COMBINED NET INCOME EXCEEDS $5,000, FOR CALENDAR YEAR 1919

Or for period begun ________, 19___, and ended ________, 19___

If the return is made for a period other than a calendar year the dates of the beginning and ending of the period covered must be plainly stated in the space provided above.

PRINT NAME AND ADDRESS PLAINLY BELOW

________ (Name)

________ (Street and number or rural route)

________ (Post office and State)

CASH	
CHECK	
M. O.	
CERT. of IND.	

IF YOU NEED ASSISTANCE GO TO A DEPUTY COLLECTOR OR TO THE COLLECTOR'S OFFICE BUT FIRST READ INSTRUCTIONS AND FILL OUT THIS SHEET (FACE AND BACK) IN PENCIL AS WELL AS YOU CAN

RETAIN THIS SHEET AND INSTRUCTION SHEET AVAILABLE FOR INSPECTION BY REVENUE OFFICER

1. Did you make a return for 1918? ________
2. If so, what address did you give on that return? ________
3. To what Collector's office was it sent? (Give district or city and State.) ________
4. Did you receive any adjustments during the taxable period on account of Government contracts through the operations of a claims board or otherwise? ________
5. Were you married and living with wife (or husband) on the last day of your taxable year? ________
6. If not, were you on that date head of a family as defined in instructions under "Personal Exemption"? ________
7. How many dependent persons under 18 (or mentally or physically defective) were receiving their chief support from you on the last day of your taxable year? ________
8. Write "R" if this return shows income received or "A" if it shows income accrued ________
9. Did your wife (or husband) or minor child make a separate return? ________ (If so, give name and address entered at head of that return) ________
10. Did you pay during the year to any individual rent, wages, salaries, or other fixed or determinable income amounting to $1,000 or over? ________ {If so, secure from the Collector Forms 1096 and 1099 and file a return of information.
11. Enter below all **nontaxable income** received by (or accrued to) you during the period from the following sources:

Class of Securities.	Principal.	Interest.	Class of Securities.	Principal.	Interest.	Salary, etc. (Give Source).	Amount.
First Liberty Loan 3½% Bonds, unconverted Other obligations of the U. S. issued before Sept. 1, 1917, and obligations of U. S. possessions	$	$	Obligations of States and Territories, political subdivisions thereof, and the District of Columbia	$	$		$
Victory Liberty Loan 3¾% Notes			Federal Farm Loan Bonds				

12. Stock dividends received during the taxable period which were declared and paid between January 1 and November 1, 1918, both dates inclusive, or authorized or declared, and entered on the books of the corporation within those dates and received during such taxable period and before March 27, 1919, shall be allocated as follows:

1. Accumulated in—	2. 1918–19.	3. 1917.	4. 1916.	5. 1913–15.
(a) Received directly	$	$	$	$
(b) Received indirectly				
	Include in K (a), page 2.	Enter as 16, below.	Enter as 18, below.	Enter as 20, below.
(c) Totals	$	$	$	$

13. Enter in table below **Interest on Liberty Bonds** and other obligations of the United States issued since September 1, 1917, and War Finance Corporation Bonds received by (or accrued to) you during the year, and maximum amount of such obligations (par value) held at any one time from which such interest was derived (see instructions, page 2, under K(b)):

1. Class of Obligations.	Individual Holdings.		Share of Holdings of Partnerships, Personal Service Corporations, and Fiduciaries.		6. Total of Columns 3 and 5.	7. Maximum Exemption for Surtax Purposes.			
	2. Amount of interest.	3. Maximum amount of obligations.	4. Amount of interest.	5. Maximum amount of obligations.		Until 2 years after end of war.	Until 5 years after end of war.	During life of Victory Liberty Loan.	During life of bonds or obligations.
(a) First Liberty Loan converted into Second Liberty Loan and Second Liberty Loan unconverted	$	$	$	$	$	$45,000 (See Note A)	$30,000	$20,000 (See Note B)	$5,000
(b) First and Second Liberty Loans converted into Third Liberty Loan and Third Liberty Loan									
(c) First Liberty Loan converted into Fourth Liberty Loan						30,000			
(d) Fourth Liberty Loan						30,000			
(e) Other obligations except class (f) issued since Sept. 1, 1917									
(f) Victory Liberty Loan 4¾% Notes						None.			
(g) War Finance Corporation Bonds						5,000. (See Note C.)			

Note A.—This exemption (maximum $45,000) is limited to one and one-half times the amount of bonds of the Fourth Liberty Loan originally subscribed for and still held. State here amount of bonds of the Fourth Liberty Loan originally subscribed for and still held ________ $________

Note B.—This exemption (maximum $20,000) is limited to three times the amount of notes of the Victory Liberty Loan originally subscribed for and still held. State here the amount of notes of the Victory Liberty Loan 3¾% and 4¾% originally subscribed for and still held ________ $________

Note C.—This exemption is separate from the $5,000 exemption allowed on other obligations, and can only be claimed against War Finance Corporation Bonds.

14. Enter in the table below (whether received or not) **income from partnerships, personal service corporations and fiduciaries, except stock dividends entered in Item 12:**

1. Name and Address of Partnership, Personal Service Corporation, or Fiduciary.	2. Period (Enter 1919 or Date on Which Fiscal Year Ended).	3. Cash Dividends.	4. Stock Dividends.	5. Interest on Tax-Free Bonds (by Fiduciaries Only).	6. Interest on Liberty Bonds, etc., Issued Since Sept. 1, 1917, and War Finance Corporation Bonds.	7. Other Income, Including Interest on Tax-Free Bonds by Partnerships and Personal Service Corporations.
		$	$	$	$	$
		Include in K(a), page 2.	Include in K(a), page 2.	Include in F, page 2.	See K (b) page 2 of instructions.	Enter as C, page 2
(a) Totals taxable at 1919 rates (see instructions, page 2, under C)		$	$	$	$	$
						Enter as 27, below and as K (c), page 2.
(b) Totals taxable at 1918 rates (see instructions, page 2, under C)		x x x x x	x x x x x	x x x x x	x x x x x	$

(c) State amount of interest received by partnerships or personal service corporations on tax-free covenant bonds upon which normal tax has been or will be paid at source included in Item 14, column 7, $________

SUMMARY OF NET INCOME AND COMPUTATION OF TAX.

Income Subject to Surtax.

15. Item L, page 2 (1918–19 rates)	$	
16. Item 12(c), column 3 (1917 rates)		
17. Total (Items 15 and 16)	$	
18. Item 12(c), column 4 (1916 rates)		
19. Total (Items 17 and 18)	$	
20. Item 12(c), column 5 (1913–15 rates)		
21. Total Net Income (Items 19 and 20)	$	

Note.—If the return is rendered for a fiscal year enter as Item 36 an amount equal to as many twenty-fourths of total of Items 32 and 33 as there were months of the fiscal year included in the calendar year 1918.

Did you employ anyone especially to prepare this return? ____ If so, give name and address Colerick Ft Wayne Ind

Pay your tax in full when you file your return, thereby reducing the cost of collection and avoiding possible annoyance to you.

Income Subject to Normal Tax.

AT 1919 RATES.		
22. Net income shown on page 2, Item J	$8917	72
23. Less personal exemption	2000	00
24. Balance	$6917	72
25. Amount subject to tax at 4% (not over $4,000)	4000	00
26. Balance subject to tax at 8%	$2917	72
AT 1918 RATES.		
27. Amount of 14(b), column 7	$	
28. Balance of personal exemption not used above (Item 23 minus Item 22)		
29. Balance		
30. Amount subject to tax at 6% (if Item 24 is less than $4,000, enter difference here)		
31. Balance subject to tax at 12%	$	

Computation of Tax.

32. Normal tax at 4% on amount of Item 25	$160	00
33. Normal tax at 8% on amount of Item 26	233	42
34. Normal tax at 6% on amount of Item 30		
35. Normal tax at 12% on amount of Item 31		
36. Normal tax (additional for fiscal-year return) see note under Item 21		
37. Surtax at 1919 rates (see surtax table on page 1 of instructions)	77	53
38. Surtax at prior-year rates (see surtax table, page 1 of instructions)		
39. Total Tax	$470	95
40. Tax paid at source (2% of sum of Item F, page 2, and Item 14(c))		
41. Income, war-profits, and excess-profits taxes paid during taxable period to foreign countries or possessions of the United States		
42. Balance of Tax Due (Item 39 minus Items 40 and 41)	$	
43. Amount of tax paid on submission of return	$330	45

TAXPAYER'S RECORD OF PAYMENTS.

Payment.	Amount.	Date.	Check or M. O. No.	Bank or Office of Issue.
First	330 45	Feb 5th 1920	Chek deposit	Huntertown State Bank
Second				
Third				
Fourth				

2—9409

GENERAL INSTRUCTIONS—INDIVIDUAL RETURN

I. PERSONS REQUIRED TO MAKE A RETURN OF INCOME.

1. Return of net income must be filed by every citizen of the United States whether residing at home or abroad, and every person residing in the United States, though not a citizen thereof, whose net income for the taxable year 1919 amounted to—

(*a*) $1,000 if single or if married and not living with wife (or husband).
(*b*) $2,000 if married and living with wife (or husband).

2. Under any of these circumstances a return must be made even though the amount of net income is not sufficient to incur tax liability. Note especially credits for personal exemption and dependents under Instruction VI on this page.

3. If the combined income of husband, wife and dependent minor children equaled or exceeded $2,000, all such income must be reported either on a joint return or on separate returns of husband and wife. If single and the income, including that of dependent minors, if any, equaled or exceeded $1,000, one return must be filed. However a minor having a net income of $1,000 or $2,000, according to the marital status, must file a return, as such person is not considered a dependent.

4. In the case of husband and wife whose combined net income exceeds $5,000, separate returns must be made on Form 1040, showing the respective amounts of income.

5. Income of a minor or incompetent, if derived from a separate estate under control of a guardian, trustee or other fiduciary, must be reported by his guardian or other legal representative.

II. PERIOD TO BE COVERED BY RETURN.

1. You were required to file your return for 1918 on the basis of your annual accounting period. Having established an accounting period for 1918 this period must be adhered to in 1919, unless permission was received from the Commissioner to make a change. A person having no fiscal year must file a return on the basis of a calendar year.

2. The dates on which the period covered by the return begins and ends, if other than a calendar year, must be plainly stated at the head of the return, and answers to questions 5, 6 and 7 must be given accordingly.

III. ACCRUED OR RECEIVED INCOME.

1. If you keep books showing income accrued and expenses incurred during the year, make your return from your books, but do not fail to include all your income, even if it is not entered in your books.

2. If you do not keep books showing income accrued and expenses incurred, report income received and expenses paid.

3. If you report income accrued, you must include all income that accrued in the taxable year even though not actually received.

4. If you report income received, you must include all income constructively received, such as bank interest credited to your account.

IV. ITEMS EXEMPT FROM TAX.

The following items are exempt from Federal income tax. However, nontaxable income of the classes described in paragraphs 1, 3, 4, 5 and 6 below should be reported in Item 11, page 1 of the return.

1. Pay not exceeding $3,500, for active services in the military or naval forces of the United States received during the taxable year prior to the termination of the present war as fixed by proclamation of the President.

2. Gifts (not made as a consideration for service rendered) and money and property acquired under a will or by inheritance (but the income derived from money or property received by gift, will or inheritance is taxable, and must be reported).

3. Interest on bonds and other obligations of the United States issued before September 1, 1917, and on such bonds and other obligations issued since that date, to the extent provided by the acts authorizing the issue thereof. See Item 13, page 1 of return, and instructions, page 2, under K(b).

4. Interest on bonds and other obligations of United States possessions (Philippines, Porto Rico, etc.).

5. Interest on bonds and other obligations of States, Territories, political subdivisions thereof (such as cities, counties and townships), and the District of Columbia.

6. Interest on Federal Farm Loan bonds.

7. Dividends upon stock of Federal Reserve Banks. However, dividends paid by member banks are treated as dividends of ordinary corporations.

8. Interest on bonds issued by the War Finance Corporation, only if and to the extent provided in the acts authorizing the issue thereof.

9. Proceeds of life insurance policies paid upon the death of the insured to individual beneficiaries or the estate of the insured.

10. Amounts received by the insured under life insurance, endowment, and annuity contracts, provided such payments do not exceed the premiums paid in. The amount by which the total payments that have been received exceed the total premiums paid in is income, and must be reported in Schedule G.

11. Amounts received from accident and health insurance and under workmen's compensation acts plus the amount of any damages received by suit or agreement on account of injuries or sickness.

12. Compensation paid by a State or political subdivision thereof to its officers or employees.

V. FARMER'S INCOME SCHEDULE.

If you are a farmer or a farm owner letting your farm out on shares, obtain from the collector and fill out Form 1040F "Schedule of Farm Income and Expenses," and attach it to this return. Transfer the net farm income to line 22 of Schedule A of the return. Report income from salaries, rents, interest, sales of property, etc., in Schedules B to G of the return.

VI. CREDITS FOR PERSONAL EXEMPTION AND DEPENDENTS.

1. If you were married and living with your wife (or husband) or were head of a family on the last day of your taxable period, you may subtract from your net income, before calculating your normal tax, an exemption of $2,000 plus $200 for each person under 18 (or mentally or physically defective) who was receiving his chief support from you on that date. If husband and wife make separate returns, this exemption may be claimed by either (but not by both) or may be divided between them.

2. If you were not married or did not live with wife (or husband) and were not head of a family on the last day of your taxable period, you are entitled to a personal exemption of $1,000 plus $200 for each dependent person under 18 (or mentally or physically defective) who was receiving his chief support from you on that date.

3. If by reason of a change in your accounting period you make a return for a part of a year, your personal exemption shall be as many twelfths of the amount that would be allowed for a full year as there are months in the period covered by the return.

4. The personal exemption must be reported on line 23, page 1 of the return, and must be supported by answers to questions 5, 6 and 7.

5. A "head of family" is a person who is the chief support of one or more persons living in his (or her) household, who are closely related to him (or her) by blood, marriage or adoption. (As to credit for taxes claimed in Item 41, see Articles 381–384, Resolutions 45.)

VII. AFFIDAVIT.

1. The affidavit must be executed by the person whose income is reported unless he is a minor or incompetent, or unless he is ill, absent from the country, or otherwise incapacitated, in which case the legal representative or agent may execute the affidavit. However, a minor making his own return may execute the affidavit.

2. The oath will be administered without charge by any collector, deputy collector or internal-revenue agent, or (if you are in the military or naval service of the United States) by any military or naval officer who is authorized to administer oaths for purposes of military or naval justice and administration. If an internal-revenue officer is not available the return should be sworn to before a notary public, justice of the peace, or other person authorized to administer oaths.

VIII. WHEN AND WHERE THE RETURN MUST BE FILED.

1. If the return is for the calendar year 1919, file it with the collector of internal revenue for the district in which you live or have your principal place of business, on or before March 15, 1920. If for a period other than a calendar year, the return should be filed on or before the 15th day of the third month following the close of such period.

2. In case the taxpayer has no legal residence or place of business in the United States, the return should be forwarded to the Collector of Internal Revenue, Baltimore, Md.

3. If the address of the collector is not printed on the return and you do not know it, ask at the post office or bank.

IX. WHEN AND TO WHOM THE TAX MUST BE PAID.

1. The tax should be paid, if possible, by sending or bringing with the return a check or money order drawn to the order of "Collector of Internal Revenue at [insert name of city and State]."

2. Do not send cash through the mail, nor pay it in person, except at the office of the collector or a regularly established internal revenue stamp office.

3. The tax may be paid in four equal installments as follows:

The first installment shall be paid at the time fixed by law for filing the return, and the second installment shall be paid on the 15th day of the third month, the third installment on the 15th day of the sixth month, and the fourth installment on the 15th day of the ninth month, after the time fixed by law for filing the return.

4. The total tax may be paid at the time of filing the return, or if not so paid, one installment may be paid and the balance may be paid in installments, or in full, on or prior to any subsequent installment date referred to above. Failure to pay any installment on the date fixed by law makes the taxpayer liable for the payment of the balance of tax due upon notice and demand by the Collector.

X. PENALTIES.

For Making False or Fraudulent Return.

Not exceeding $10,000 or not exceeding one year's imprisonment, or both, in the discretion of the court, and, in addition, 50 per cent of the tax evaded.

For Failing to Make Return on Time.

Not more than $1,000, and, in addition, 25 per cent of the amount of tax due.

For Failing to Pay Tax when Due, or Understatement of Tax Through Negligence.

Five per cent of the tax due but unpaid, plus interest at the rate of 1 per cent per month during the period in which it remains unpaid.

Net Losses.—If for any taxable year beginning after October 31, 1918, and ending prior to January 1, 1920, it appears upon the production of evidence satisfactory to the Commissioner that any taxpayer has sustained a net loss, the amount of such net loss shall under regulations prescribed by the Commissioner with the approval of the Secretary be deducted from the net income of the taxpayer for the preceding taxable year; and the taxes imposed by this title and by Title III for such preceding taxable year shall be redetermined accordingly. Any amount found to be due to the taxpayer upon the basis of such redetermination shall be credited or refunded to the taxpayer in accordance with the provisions of section 252. If such net loss is in excess of the net income for such preceding taxable year, the amount of such excess shall under regulations prescribed by the Commissioner with the approval of the Secretary be allowed as a deduction in computing the net income for the succeeding taxable year. (See Articles 1601–1603, Regulations 45.)

TABLES AND INSTRUCTIONS FOR CALCULATION OF SURTAX

SURTAX RATES FOR 1918-19.

Amount net income.	Rate.	Total surtax on each amount.	Amount of net income.	Rate.	Total surtax on each amount.
A	B	C	A	B	C
$5,000			$60,000	28%	$8,110
6,000	1%	$10	62,000	29%	8,690
8,000	2%	50	64,000	30%	9,290
10,000	3%	110	66,000	31%	9,910
12,000	4%	190	68,000	32%	10,550
14,000	5%	290	70,000	33%	11,210
16,000	6%	410	72,000	34%	11,890
18,000	7%	550	74,000	35%	12,590
20,000	8%	710	76,000	36%	13,310
22,000	9%	890	78,000	37%	14,050
24,000	10%	1,090	80,000	38%	14,810
26,000	11%	1,310	82,000	39%	15,590
28,000	12%	1,550	84,000	40%	16,390
30,000	13%	1,810	86,000	41%	17,210
32,000	14%	2,090	88,000	42%	18,050
34,000	15%	2,390	90,000	43%	18,910
36,000	16%	2,710	92,000	44%	19,790
38,000	17%	3,050	94,000	45%	20,690
40,000	18%	3,410	96,000	46%	21,610
42,000	19%	3,790	98,000	47%	22,550
44,000	20%	4,190	100,000	48%	23,510
46,000	21%	4,610	150,000	52%	49,510
48,000	22%	5,050	200,000	56%	77,510
50,000	23%	5,510	300,000	60%	137,510
52,000	24%	5,990	500,000	63%	263,510
54,000	25%	6,490	1,000,000	64%	583,510
56,000	26%	7,010	1,000,000+	65%	
58,000	27%	7,550			

SURTAX RATES FOR 1917.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$5,000		
7,500	1%	$25
10,000	2%	50
12,500	3%	75
15,000	4%	100
20,000	5%	250
40,000	8%	1,600
60,000	12%	2,400
80,000	17%	3,400
100,000	22%	4,400
150,000	27%	13,500
200,000	31%	15,500
250,000	37%	18,500
300,000	42%	21,000
500,000	46%	92,000
750,000	50%	125,000
1,000,000	55%	137,500
1,500,000	61%	305,000
2,000,000	62%	310,000
2,000,000+	63%	

SURTAX RATES FOR 1916.

Amount of net income.	Rate.	Amount of surtax at each rate.
A	B	C
$20,000		
40,000	1%	$200
60,000	2%	400
80,000	3%	600
100,000	4%	800
150,000	5%	2,500
200,000	6%	3,000
250,000	7%	3,500
300,000	8%	4,000
500,000	9%	18,000
1,000,000	10%	50,000
1,500,000	11%	55,000
2,000,000	12%	60,000
2,000,000+	13%	

SURTAX RATES FOR 1913-15.

$20,000		
50,000	1%	$300
75,000	2%	500
100,000	3%	750
250,000	4%	6,000
500,000	5%	12,500
500,000+	6%	

CALCULATION OF SURTAX AT 1918-19 RATES.

To compute the amount of surtax on any amount of net income in excess of $5,000—

First: Find in column A the largest sum which is less than the amount of the total net income subject to surtax at 1918-19 rates (Item L, page 2, or Item 15, page 1 of the return).

Second: Find in column C the corresponding amount of total surtax.

Third: To the amount of surtax found as above add an amount computed as follows: Subtract from the net income the sum found in column A and multiply the remainder by the rate shown on the next line below in column B.

The sum of these two amounts is the total surtax due.

In the case of a bona fide sale of mines, oil or gas wells, the surtax on the profit shall not exceed 20% of the selling price as provided in Articles 13, and 219–221 of Regulations 45.

1. ITEM.	2. Example: Net Income $13,800	3. Computation of surtax on Item 15, page 1 of the return.	
1. Largest sum in column A which is less than the amount of the total net income	$12,000.00	$	
2. Total surtax thereon shown in column C	190.00	$	
3. Remainder of net income after subtracting Item 1, above	1,800.00	$	
4. Surtax on this remainder at rate shown in column B on line below that from which Item 1 was taken	90.00	$	
5. Total surtax due (sum of Items 2 and 4)	280.00	$	

Item 5, column 3, should be entered as Item 37, page 1 of the return.

CALCULATION OF SURTAX AT PRIOR-YEAR RATES.

To calculate surtax at 1917 rates—

First: Enter on the first line of column 1, below, the amount of Item 15, page 1 of the return.

Second: Enter in column 2 either (*a*) the next larger amount shown in column A of the 1917 surtax table, or (*b*) the amount of Item 17, page 1 of the return, if less than such amount.

Third: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Fourth: Enter in column 4 the rate of tax shown in column B of the surtax table on the same line as the amount referred to in (*a*) of the second step.

Fifth: Enter in column 5 the product of figures in columns 3 and 4.

If the amount of Item 17 is greater than the amount in column A of the 1917 surtax table referred to in (*a*) of the second step, proceed as follows:

Sixth: Enter on the second line of column 1 the largest amount in column A of the surtax table which is smaller than Item 17.

Seventh. Enter in column 2 the amount of Item 17.

Eighth: Enter in column 3 the difference between the amounts entered in columns 1 and 2.

Ninth: Enter in column 4 the rate shown in column B of the surtax table on the line below that on which is shown the amount entered on the second line of column 1.

Tenth: Enter in column 5 the product of the figures in columns 3 and 4.

Eleventh: Enter on line 3, column 5, the sum of the amounts shown in column C of the surtax table opposite the percentages (if any) shown in column B between the percentages that were entered on lines 1 and 2 of column 4.

	1.		2.		3.		4. (Per cent.)	5.	
1.	$		$		$			$	
2.									
3.									
4.									
5.									
6.									
Total								$	

The total of column 5 should be entered as Item 38, page 1 of the return.

Note.—If you received stock dividends taxable at 1916 or at 1913–15 rates, calculate the tax in the same manner described for 1917 rates, using the appropriate surtax tables and the amounts of Items 17 and 19 for 1916 and 19 and 21 for 1913–15.

INSTRUCTIONS FOR FILLING IN INDIVIDUAL INCOME TAX RETURN

If the space provided on this form is not sufficient for all entries, make additional entries on a separate sheet of paper and attach it securely to the return

A. INCOME FROM BUSINESS OR PROFESSION.

Report here income from—

(*a*) Sale of merchandise, or of products of manufacturing, construction, mining, and agriculture. (For farm income see Instruction V on the reverse side of this sheet.)

(*b*) Business service, such as transportation, storage, laundering, hotel and restaurant service, livery and garage service, etc., if you owned the business. If you were engaged in the business as an employee, report your salary or wages in Schedule B.

(*c*) A profession, such as medicine, law, or dentistry, if you practiced it on your own account. If you were employed on a salary, report your salary in Schedule B.

In general, report in Schedule A any income in the earning of which you incurred expenses for labor, rent, etc. Do not report here partnership profits or profits of personal service corporations, which should be entered under C, or dividends from other corporations, which should be entered under K(a).

If you are a farmer (or a farm owner renting your farm to another person on shares), enter on line 22 your net income from farming, as shown by your "Schedule of Farm Income and Expenses," Form 1040 F.

If you keep books showing income accrued, report such income instead of cash received, and report expenses incurred instead of expenses paid.

Income received from sale of lands, buildings, equipment, stocks, bonds and other property not dealt in as a business, and from liquidating dividends, should be reported under D.

If you have a complete profit and loss statement, showing all the information called for under "Cost of goods sold" and "Other business deductions," attach it to the return and enter the amount of net income on line 22, Schedule A.

Kind of business.—State kind of goods dealt in or kind of services rendered, and whether manufacturer, jobber, wholesaler, retailer, importer, broker, etc.

Total sales and income from business or profession.—Report the total amount derived from sales or from services, less any discounts or allowances from the sale price or service charge.

Inventories.—Write "C" or "C or M" on lines 8 and 10 immediately before the amount column, to indicate that inventories are valued at either cost, or cost or market, whichever is lower.

Inventories at the end of the taxable period must be valued on the same basis as those at the end of the preceding taxable period, unless permission to make a change has been first obtained from the Commissioner. If claims for losses on inventories or rebates on sales made under Section 214 (a) 12 of the Act have been allowed, the opening inventory must be correspondingly adjusted. (See Articles 266, and 1581–1585, Regulations 45).

Other business deductions.—Do not include cost of business equipment or furniture, expenditures for replacements or for permanent improvements to property, or living and family expenses.

Salaries.—Enter as Item 12 all salaries and wages not reported as "Labor" under "Cost of goods sold." Salary or wages for your own services or the services of your dependent minor children if deducted must be reported as income in Schedule "B".

Rent.—Enter as Item 13 rent on business property in which you have no equity. Do not include rent for dwelling you occupy for residential purposes.

Interest.—Enter as Item 14 interest on business indebtedness to others. Do not include interest on your capital investment in or advances to the business.

Taxes.—Enter as Item 15 only taxes on business property or for carrying on business. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed, as for paving, sewers, etc., nor Federal income taxes.

Repairs, wear and tear, obsolescence, and property losses.—Enter as Item 16, (*a*) ordinary repairs required to keep property in usable condition, (*b*) reasonable allowance for exhaustion, wear and tear of property used in the trade or buisness, including a reasonable allowance for obsolescence, and (*c*) losses of business property by fire, storm, or other casualty, or theft, not compensated for by insurance or otherwise and not made good by repairs claimed as deductions. Explain these deductions in table at foot of page 2 of return.

Losses due to causes enumerated under (*c*) with respect to property not used in your business, such as your dwelling or personal property, should be reported in Schedule I.

The amount claimed for wear and tear (depreciation), including obsolescence, should not exceed the original cost of the property (or its value March 1, 1913, if acquired before that date) divided by its estimated life in years. If obsolescence is claimed, state in table at foot of page 2 why useful life is less than actual life. When the amount of depreciation and obsolescence allowed equals the cost of the property (or its value March 1, 1913), no further claim should be made.

Do not claim any deduction for depreciation in the value of a building occupied by you as a dwelling, or of other property held for personal use. Do not claim any deduction for depreciation of real estate (exclusive of improvements thereon), nor for depreciation of stocks, bonds, and other securities.

Depreciation of patents, copyrights, etc., and depletion of mines, etc.—If you claim a deduction on account of depreciation in the value of patents, copyrights, franchises and other legal privileges, or on account of depletion of mines or oil and gas wells, see Regulations 45.

Amortization of war facilities.—If amortization of war facilities is claimed, the taxpayer is required to submit with this return the information and schedules called for in Articles 181 to 188 of Regulations 45.

Bad debts.—Enter as Item 18 only debts arising from sales or professional services which you have ascertained to be worthless and have charged off during the year.

A bad debt offsetting income accrued since March 1, 1913, will not be allowed as a deduction unless the amount was reflected in the income reported for the year in which the debt was created. In the case of debts existing prior to March 1, 1913, only their value on that date may be deducted upon subsequently ascertaining them to be worthless.

State under "Explanation of deductions," at the foot of the page, how the debts were ascertained to be worthless. Insolvency of the debtor, inability to collect by legal proceedings, or inability of debtor to pay as ascertained by a mercantile agency, would be a sufficient indication of worthlessness.

A debt previously charged off as bad must be returned as income for the year in which collected.

Bad debts arising out of personal loans should be reported in Schedule I.

Net loss.—If the net cost of goods sold plus other business deductions is in excess of the total amount of sales and income from business or professional services, report the difference as a loss by using red ink or a minus sign.

B. INCOME FROM SALARIES, COMMISSIONS, BONUSES, DIRECTOR'S FEES AND PENSIONS.

If salary, wages, or other compensation received by yourself or dependent minor children from outside sources was at the rate of $1,000 or more per annum, report on separate lines, together with the occupation or position and employer's name and address. The total of all other income from salaries, wages, commissions, etc., should be reported on a separate line.

Do not report here pay, not exceeding $3,500, for active service in the military or naval forces of the United States received during the taxable year prior to the termination of the present war as fixed by proclamation of the President.

C. INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND FIDUCIARIES.

Report your share (whether received or not) in the profits of the partnership or personal service corporation or in the income of the estate or trust. Do not include the part of such share that consisted of dividends on stock of corporations (to be included in Item K (a)), interest on obligations of the United States (see table 13, page 1 of the return, and instructions under K (b), below), or interest on corporation bonds containing a tax-free covenant received through fiduciaries, upon which a tax of 2 per cent was paid (or will be paid) by the debtor corporation (to be included in Item F).

No withholding of income tax at the source with respect to interest upon tax-free covenant bonds owned by partnerships and personal service corporations was required prior to February 25, 1919.

Report in Schedule B salary received from partnership or personal service corporation.

Apportionment of partnership income between years.—If you derived income from a partnership or personal service corporation whose fiscal year differed from the calendar year, assign to 1918 as many twelfths of your share of such income (except dividends and Liberty Bond interest received through the partnership or personal service corporation) as the number of months of the fiscal year that fell in the calendar year 1918. Assign to 1919 the remainder of your share of such income, except stock dividends and Liberty Bond interest, which should be apportioned as provided in instructions under K(a) and K(b) below.

In the case of income to be distributed to the beneficiaries periodically, whether or not at regular intervals, each beneficiary must include in his return his distributive share of the net income, even though not yet paid him. If the taxable year on the basis of which he makes his return fails to coincide with the annual accounting period of the estate or trust, then he should include in his return his distributive share for such accounting period ending within his taxable year, which income will be taxable at the rates for the year in which the income was received.

D. PROFIT FROM THE SALE OF LAND, BUILDINGS, STOCKS, BONDS AND OTHER PROPERTY, AND FROM LIQUIDATING DIVIDENDS.

If the profits or losses on sales made through any one broker aggregated $1,000 or more, report the transactions on a separate line with the name and address of the broker.

Kind of property.—Describe the property as definitely as you can in a word or two, as "farm," "house," "lot," "stocks," "bonds."

Sale price or liquidating dividends.—State the actual consideration or price, or, in case of an exchange, the fair market value of the property received.

Cost.—Enter the original cost of the property, or, if it was acquired before March 1, 1913, its fair market value on that date. Attach statement explaining how value of March 1, 1913, was determined. Expenses incidental to the purchase may be included in the cost if never claimed in income tax returns as deductions from income. Enter in column 7 the amount of wear and tear, obsolescence, or depletion sustained since March 1, 1913 (or since date of acquisition, if subsequent to March 1, 1913).

Losses.—If the total of columns 5 and 6 is in excess of the total of columns 3 and 7, report the difference as a loss by using red ink or a minus sign.

E. INCOME FROM RENTS AND ROYALTIES.

Kind of property.—Describe briefly, as in D.

Rent.—If you received property or crops in lieu of cash rent, report the income as though the rent had been paid in cash. Crops received as rent on a crop share basis should be reported as income for year in which disposed of (unless your return shows income accrued).

Repairs, wear and tear, obsolescence, depletion, and property losses.—See instructions for Schedule A, above. Explain in table at foot of page 2 of the return.

Other expenses.—Report taxes on rented or leased property and interest on indebtedness incurred or continued to purchase or carry it. Do not include taxes assessed against local benefits of a kind tending to increase the value of the property assessed.

F. INTEREST ON CORPORATION BONDS CONTAINING TAX-FREE COVENANT, ON WHICH TAX OF 2% WAS PAID BY DEBTOR CORPORATION.

This item should include all interest received directly or through fiduciaries on bonds of corporations organized or doing business in the United States, containing a clause by which the debtor corporation agrees to pay the interest without any deduction for taxes, provided exemption from withholding was not claimed by the owner of the bonds. If exemption was claimed, (by filing a yellow certificate, Form 1001), the interest received must be reported in G. The amount of tax paid by the debtor corporation is treated as a credit against the tax due. (See Item 40, page 1 of the return), but such amount paid at the source should be reported as income in Schedule G, line 4.

G. OTHER INCOME (NOT INCLUDING DIVIDENDS, OR INTEREST ON OBLIGATIONS OF THE UNITED STATES).

Report in this schedule interest on bank deposits, notes, mortgages, etc., and all other taxable income for which no place is provided elsewhere on this return.

I. GENERAL DEDUCTIONS.

Interest.—Report here interest paid on personal indebtedness as distinguished from business indebtedness (which should be reported under A or E above). Do not include interest on indebtedness incurred for the purchase of bonds and other obligations, the interest on which is exempt from tax, except interest on indebtedness incurred to purchase or carry obligations of the United States issued after September 24, 1917.

Taxes.—Report here personal taxes paid, and all taxes on property not used in business or profession, not including those assessed against local benefits of a kind tending to increase the value of the property. Do not include Federal income taxes, nor estate or inheritance taxes.

Losses.—Report here losses of property not connected with your trade, business, or profession, sustained during the year from fire, storm, shipwreck, or other casualty, or from theft, which were not compensated for by insurance or otherwise. Do not include losses from transactions not entered into for profit. Losses claimed should be explained in table at foot of page 2.

Contributions.—Report here only contributions made within the year to corporations organized and operated exclusively for religious, charitable, scientific or educational purposes, or for the prevention of cruelty to children or animals, and contributions to the special fund for vocational rehabilitation. The total amount of contributions to be entered here must not exceed 15 per cent of the net income computed without the benefit of this deduction. Therefore, if Item 4, Schedule I, exceeds 15 per cent of the sum of Item 21, page 1, plus Item 4, then Item 4 must be reduced to 15 per cent of such sum and your total net income must be recalculated accordingly.

Enter under "Explanation of deductions," at the foot of page 2 of the return, the name and address of each corporation to which you made contributions claimed as deductions, and the amount paid to each.

Bad debts and other deductions.—Bad debts arising out of loans should be reported here, and other proper deductions not claimed elsewhere. Attach detailed statement of all such deductions. Deductions claimed by traveling salesmen to cover meals and lodging should be fully explained in an attached statement setting forth conditions of employment.

Amounts paid to beneficiaries.—If this return is filed for an estate in the process of administration, there may be deducted the amount of any income properly paid or credited to any legatee, heir or other beneficiary.

K (a). DIVIDENDS.

Enter as Item K (a) all cash or stock dividends received during the year except (*a*) dividends paid by personal service corporations out of earnings accumulated subsequent to December 31, 1917; and (*b*) stock dividends received during the taxable year which are included in Item 12, columns 3, 4, and 5, page 1.

K (b). INTEREST ON OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

Interest upon First Liberty Loan, 3½ per cent bonds and Victory Liberty Loan 3¾ per cent convertible gold notes is exempt from normal income taxes and graduated additional income taxes, commonly known as surtaxes. Interest upon all other issues of Liberty Loan Bonds, as well as interest upon certificates of indebtedness and War Savings Certificates, is exempt from normal income tax regardless of the amount of the principal and is exempt from graduated additional income taxes, commonly known as surtaxes, only to the extent provided for in the act authorizing the issue and subsequent acts. If your holdings exceed the exemptions specified in Item 13, page 1, secure Form 1125 from Collector and compute taxable interest. Interest on War Finance Corporation bonds is exempt from all normal income tax and is exempt from surtax only with respect to a principal not exceeding $5,000. This exemption is in addition to the exemptions above referred to.

K (c). OTHER INCOME FROM PARTNERSHIPS, PERSONAL SERVICE CORPORATIONS, AND FIDUCIARIES.

Report here all other income received from partnerships, personal service corporations, and fiduciaries, including interest on tax-free covenant bonds received through partnerships and personal service corporations only, which should be entered in Item 14(*b*), column 7, page 1.

L. PARTS OF INCOME SUBJECT TO RATES FOR DIFFERENT YEARS.

In determining the income, any deductions, exemptions, or credits of a kind not plainly and properly chargeable against the income taxable at the rates for a preceding year shall first be applied against the income subject to rates for the most recent calendar year; but any balance thereof shall be applied against the income subject to the rates of the next preceding year or years until fully allowed.

2—9409

Net Income $6917.72

4% tax on $4000.00 = $160.00

8% on Balance of 2917.72 233.42

~~Sur~~ Sur tax

1% for 1st thousand 10.00

2% " 2 thousand 40.00

3% on $917.72 or 27.53

$470.95

Amt. of tax to be paid.

4000
.04
$160.00

8% of 2917.72
.08
$233.4176

917.72
.03
$27.5316

Calculations.

470.95
330.45
140.50

Amt. of check sent with Report $330.45 Balance Due $140.50

Check sent to
William L. Elder Collector Internal Revenue
Indianapolis Indiana.

FORM 1040
U.S. Treasury Department
Internal Revenue Service

U. S. INDIVIDUAL INCOME TAX RETURN

FOR CALENDAR YEAR 1951

1951

Do not write in these spaces

Serial No.

(Cashier's Stamp)

or taxable year beginning Jan. 1, 1951, and ending Jan. 1, 1952

Name Belle Fitch
(PLEASE PRINT. If this is a joint return of husband and wife, use first names of both)

HOME ADDRESS R. F. D. # 1
(PLEASE PRINT. Street and number or rural route)

Huntertown . Indiana.
(City, town, or post office) (Postal zone number) (State)

Social Security No. None Occupation None.

Your exemptions

1. List your name. If your wife (or husband) had no income, or if this is a joint return, list also her (or his) name.

Check below if at the end of your taxable year you or your wife were—

On lines A and B below—
If neither 65 nor blind write the figure 1
If either 65 or blind write the figure 2
If both 65 and blind write the figure 3

A Belle Fitch (Your name) — 65 or over ☒ Blind ☐ — Number of exemptions for you 2

B (Your wife's name—do not list if exemption is claimed on another return) — 65 or over ☐ Blind ☐ — Number of her (or his) exemptions

C. List names of your children (including stepchildren and *legally* adopted children) with 1951 gross incomes of less than $600 who received more than one-half of their support from you in 1951. See Instructions.

Name—and address if different from yours

Enter number of children listed

D. Enter number of exemptions claimed for close relatives listed in Schedule J on page 2

E. Enter total number of exemptions claimed in A to D above 2

Please Attach All W-2 Forms Here

Your income

2. Enter your total wages, salaries, bonuses, commissions, and other compensation received in 1951, *before payroll deductions*. Persons claiming traveling or reimbursed expenses, see Instructions.

Print Employer's Name	Where Employed (City and State)	Income Tax Withheld	Total Wages
		$	$
	Enter totals	$	$

3. If you received dividends, interest, or any other income, give details on page 2 and enter the total here Farm 1040 F; 2465.98 Rent 162.00 — 2627 98

4. Add income shown in items 2 and 3, and enter the total here $ 2627 98

How to figure the tax

IF YOUR INCOME WAS LESS THAN $5,000.—Use the tax table on page 4 *unless you itemize deductions*. The table allows about 10 percent of your income for charitable contributions, interest, taxes, medical expenses, etc. If your deductions exceed 10 percent, it will usually be to your advantage to itemize them and compute your tax on page 3. **IF INCOME WAS $5,000 OR MORE.**—Compute tax on page 3. Use standard deduction or itemize deductions, whichever is to your advantage.

Tax due or refund

5. (A) Enter your tax from table on page 4, or from line 13, page 3 $ 239 00
(B) Enter your self-employment tax from line 31, separate Schedule C.
Enter total here → $ 239 00

6. How much have you paid on your 1951 income tax?
(A) By tax withheld (in item 2, above). Attach Original Forms W-2. $
(B) By payments on 1951 Declaration of Estimated Tax (include any overpayment on your 1950 tax not claimed as a refund).
Enter total here →

7. If your tax (item 5) is larger than payments (item 6), enter *balance of tax due* here. This balance must be paid in full with return $ 239 00

8. If your payments (item 6) are larger than your tax (item 5), enter the *overpayment* here $
Enter amount of item 8 you want $ (Refunded) $ (Credited on 1952 estimated tax)

Do you owe any prior year Federal tax for which you have been billed? (Yes or No) No Is your wife (or husband) making a separate return for 1951? (Yes or No) No If "yes," write her (or his) name
If you have filed a return for a prior year, state latest year 1950 Where filed? Indianapolis
To which Collector's office did you pay amount claimed in item 6 (B), above?

I declare under the penalties of perjury that this return (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct, and complete return.

(Signature of person, other than taxpayer, preparing this return) (Date)
(Signature of taxpayer) 1/17/52 (Date)
(Name of firm or employer, if any)
(Signature of taxpayer's wife or husband if this is a joint return) (Date)

To assure split-income benefits, husband and wife must include all their income and, even though only one has income, BOTH MUST SIGN. 16—65304-1

Schedule A.—INCOME FROM DIVIDENDS

Name of corporation declaring dividend	Amount	Name of corporation declaring dividend	Amount
	$		$

Enter total here → $

Schedule B.—INCOME FROM INTEREST

Name of payer	Amount	Name of payer	Amount
	$		$

Enter total here →

Schedule C Summary.—PROFIT (OR LOSS) FROM BUSINESS OR PROFESSION, FARMING, AND PARTNERSHIP

1. Business profit (or loss) from separate Schedule C, line 24 .... $
2. Farm profit (or loss) from separate schedule, Form 1040F ....
3. Partnership, etc., profit (or loss) from Form 1065, Schedule J, Column 10 ...
4. Total of lines 1, 2, 3 .... $
5. Less: Net operating loss deduction (attach statement) ....
6. Net profit (or loss) (line 4 less line 5) ....

Schedule D.—NET GAIN OR LOSS FROM SALES OR EXCHANGES OF CAPITAL ASSETS, ETC.

1. From sale or exchange of capital assets (from separate Schedule D) ....
2. From sale or exchange of property other than capital assets (from separate Schedule D) ....

Schedule E.—INCOME FROM ANNUITIES OR PENSIONS

1. Cost of annuity (amount you paid) .. $
2. Cost received tax-free in past years ..
3. Remainder of cost (line 1 less line 2) .... $
4. Amount received this year .. $
5. Excess of line 4 over line 3 ..
6. Enter line 5, or 3 percent of line 1, whichever is greater (but not more than line 4) ..

Schedule F.—INCOME FROM RENTS AND ROYALTIES

1. Kind and location of property	2. Amount of rent or royalty	3. Depreciation or depletion (explain in Schedule H)	4. Repairs (explain in Schedule I)	5. Other expenses (Itemize in Schedule I)
	$	$	$	$
1. Totals	$	$	$	$

2. Net profit (or loss) (column 2 less sum of columns 3, 4, and 5) ....

Schedule G.—INCOME FROM ESTATES AND TRUSTS AND OTHER SOURCES

1. Estate or trust .... (Name) .... (Address) .... $
2. Other sources (state nature) ....

Enter total here →

Total income (or loss) from above sources (Enter here and as item 3, page 1) .... $

Schedule H.—EXPLANATION OF DEDUCTION FOR DEPRECIATION CLAIMED IN SEPARATE SCHEDULE C AND SCHEDULE F

1. Kind of property (if buildings, state material of which constructed). Exclude land and other nondepreciable property	2. Date acquired	3. Cost or other basis	4. Depreciation allowed (or allowable) in prior years	5. Remaining cost or other basis to be recovered	6. Life used in accumulating depreciation	7. Estimated life from beginning of year	8. Depreciation allowable this year
		$	$	$			$

Schedule I.—EXPLANATION OF LINES 6, 17, AND 20, SEPARATE SCHEDULE C AND COLUMNS 4 AND 5 OF SCHEDULE F

Line or Column No.	Explanation	Amount	Line or Column No.	Explanation	Amount
		$			$

Schedule J.—EXEMPTIONS FOR CLOSE RELATIVES—(See Instructions)

1. Name of dependent relative. Also give address if different from yours	2. Relationship	3. Did dependent during 1951— (a) Have gross income of $600 or more?	(b) Reside in your home?	(c) Receive entire support from you?	4. If answer to either 3(b) or 3(c) is "No" enter amount spent for dependent's support in 1951 by— You (and your wife if this is a joint return)	Others, and by dependent from own funds
					$	$

Enter here and as item 1D, page 1, the number of close relatives claimed above .... ☐

ITEMIZED DEDUCTIONS—FOR PERSONS NOT USING TAX TABLE ON PAGE 4 OR STANDARD DEDUCTION ON LINE 2 BELOW—

If Husband and Wife (Not Legally Separated) File Separate Returns and One Itemizes Deductions, the Other Must Also Itemize

Describe deductions and state to whom paid. If more space is needed, attach additional sheets.

Contributions $

Allowable Contributions (not in excess of 15 percent of item 4, page 1) .... $

Interest $

Total Interest ....

Taxes $

Total Taxes ....

Losses from fire, storm, or other casualty, or theft $

Total Allowable Losses (not compensated by insurance or otherwise) ....

Medical and dental expenses (*if over 65 see instructions*) $

Net Expenses (not compensated by insurance or otherwise) .... $

Enter 5 percent of item 4, page 1, and subtract from Net Expenses.

Allowable Medical and Dental Expenses. See Instructions for limitation.....

Miscellaneous (*See Instructions*) $

Total Miscellaneous Deductions ....

Total Deductions .... $

TAX COMPUTATION FOR CALENDAR YEAR 1951 (For Other Taxable Years Attach Form 1040FY)

1. Enter amount shown in item 4, page 1. This is your Adjusted Gross Income .... $
2. If deductions are itemized above, enter total of such deductions. If deductions are not itemized *and line 1, above, is $5,000 or more:* (*a*) married persons filing separately enter $500, (*b*) all others enter 10 percent of line 1, but not more than $1,000 ....
3. Subtract line 2 from line 1. Enter the difference here. This is your Net Income .... $
4. Multiply $600 by total number of exemptions claimed in item 1E, page 1. Enter total here ..
5. Subtract line 4 from line 3. Enter difference here. (If line 1 includes partially tax-exempt interest, see instructions) .... $
6. **If line 5 is not more than $2,000**—Enter 20.4 percent of amount on line 5 and disregard lines 7, 8, and 9. This is your normal tax and surtax .... $
7. **If line 5 is more than $2,000 and you are a single person or a married person filing separately**—Use tax rates on last page of instructions to figure tax on amount on line 5. This is your normal tax and surtax ..... $
8. **If line 5 is more than $2,000 and you are filing a joint return—**
   - (*a*) Enter here one-half of the amount of line 5 .... $
   - (*b*) Use tax rates on last page of instructions to figure tax on amount on line 8 (*a*) .
   - (*c*) Multiply amount on line 8 (*b*) by 2. This is your normal tax and surtax .... $
9. If alternative tax computation is made, enter here tax on back of separate Schedule D .... $

Disregard lines 10, 11, and 12, and copy on line 13 the same figure you entered on line 6, 7, 8 (*c*), or 9, unless you used itemized deductions

10. Enter here any income tax payments to a foreign country or U. S. possession (attach Form 1116) .... $
11. Enter here any income tax paid at source on tax-free covenant bond interest ..
12. Add the figures on lines 10 and 11 and enter the total here .... $
13. Subtract line 12 from line 6, 7, 8 (*c*), or 9. Enter difference here and as item 5 (A), page 1. This is your tax .... $

If you use this table, tear off this page and file only pages 1 and 2

TAX TABLE FOR CALENDAR YEAR 1951
FOR PERSONS WITH INCOMES UNDER $5,000 NOT COMPUTING TAX ON PAGE 3

Read down the shaded columns below until you find the line covering the total income you entered in item 4, page 1. Then read across to the column headed by the number corresponding to the number of exemptions claimed in item 1, page 1. Enter the tax you find there in item 5(A), page 1.

If total income in item 4, page 1, is—		And the number of exemptions claimed in item 1, page 1, is—			
At least	But less than	1	2	3	4 or more
		Your tax is—			
$0	$675	$0	$0	$0	$0
675	700	4	0	0	0
700	725	8	0	0	0
725	750	13	0	0	0
750	775	18	0	0	0
775	800	22	0	0	0
800	825	27	0	0	0
825	850	31	0	0	0
850	875	36	0	0	0
875	900	41	0	0	0
900	925	45	0	0	0
925	950	50	0	0	0
950	975	54	0	0	0
975	1,000	59	0	0	0
1,000	1,025	63	0	0	0
1,025	1,050	68	0	0	0
1,050	1,075	73	0	0	0
1,075	1,100	77	0	0	0
1,100	1,125	82	0	0	0
1,125	1,150	86	0	0	0
1,150	1,175	91	0	0	0
1,175	1,200	96	0	0	0
1,200	1,225	100	0	0	0
1,225	1,250	105	0	0	0
1,250	1,275	109	0	0	0
1,275	1,300	114	0	0	0
1,300	1,325	119	0	0	0
1,325	1,350	123	1	0	0
1,350	1,375	128	5	0	0
1,375	1,400	132	10	0	0
1,400	1,425	137	15	0	0
1,425	1,450	142	19	0	0
1,450	1,475	146	24	0	0
1,475	1,500	151	28	0	0
1,500	1,525	155	33	0	0
1,525	1,550	160	37	0	0
1,550	1,575	164	42	0	0
1,575	1,600	169	47	0	0
1,600	1,625	174	51	0	0
1,625	1,650	178	56	0	0
1,650	1,675	183	60	0	0
1,675	1,700	187	65	0	0
1,700	1,725	192	70	0	0
1,725	1,750	197	74	0	0
1,750	1,775	201	79	0	0
1,775	1,800	206	83	0	0
1,800	1,825	210	88	0	0
1,825	1,850	215	93	0	0
1,850	1,875	220	97	0	0
1,875	1,900	224	102	0	0
1,900	1,925	229	106	0	0
1,925	1,950	233	111	0	0
1,950	1,975	238	116	0	0
1,975	2,000	243	120	0	0
2,000	2,025	247	125	2	0
2,025	2,050	252	129	7	0
2,050	2,075	256	134	11	0
2,075	2,100	261	138	16	0
2,100	2,125	265	143	21	0
2,125	2,150	270	148	25	0
2,150	2,175	275	152	30	0
2,175	2,200	279	157	34	0
2,200	2,225	284	161	39	0
2,225	2,250	288	166	44	0
2,250	2,275	293	171	48	0
2,275	2,300	298	175	53	0
2,300	2,325	302	180	57	0

If total income in item 4, page 1, is—		And the number of exemptions claimed in item 1, page 1, is—									
			2		3						
At least	But less than	1	And you are single or a married person filing separately	And you are a married couple filing jointly	And you are single or a married person filing separately	And you are a married couple filing jointly	4	5	6	7	8 or more
		Your tax is—									
$2,325	$2,350	$307	$184	$184	$62	$62	$0	$0	$0	$0	$0
2,350	2,375	311	189	189	67	67	0	0	0	0	0
2,375	2,400	316	194	194	71	71	0	0	0	0	0
2,400	2,425	321	198	198	76	76	0	0	0	0	0
2,425	2,450	325	203	203	80	80	0	0	0	0	0
2,450	2,475	330	207	207	85	85	0	0	0	0	0
2,475	2,500	334	212	212	90	90	0	0	0	0	0
2,500	2,525	339	216	216	94	94	0	0	0	0	0
2,525	2,550	343	221	221	99	99	0	0	0	0	0
2,550	2,575	348	226	226	103	103	0	0	0	0	0
2,575	2,600	353	230	230	108	108	0	0	0	0	0
2,600	2,625	357	235	235	112	112	0	0	0	0	0
2,625	2,650	362	239	239	117	117	0	0	0	0	0
2,650	2,675	366	244	244	122	122	0	0	0	0	0
2,675	2,700	371	249	249	126	126	4	0	0	0	0
2,700	2,725	376	253	253	131	131	8	0	0	0	0
2,725	2,750	380	258	258	135	135	13	0	0	0	0
2,750	2,775	385	262	262	140	140	18	0	0	0	0
2,775	2,800	389	267	267	145	145	22	0	0	0	0
2,800	2,825	394	272	272	149	149	27	0	0	0	0
2,825	2,850	399	276	276	154	154	31	0	0	0	0
2,850	2,875	403	281	281	158	158	36	0	0	0	0
2,875	2,900	408	285	285	163	163	41	0	0	0	0
2,900	2,925	413	290	290	168	168	45	0	0	0	0
2,925	2,950	418	295	295	172	172	50	0	0	0	0
2,950	2,975	423	299	299	177	177	54	0	0	0	0
2,975	3,000	428	304	304	181	181	59	0	0	0	0
3,000	3,050	435	311	311	188	188	66	0	0	0	0
3,050	3,100	446	320	320	197	197	75	0	0	0	0
3,100	3,150	456	329	329	207	207	84	0	0	0	0
3,150	3,200	466	338	338	216	216	93	0	0	0	0
3,200	3,250	476	347	347	225	225	103	0	0	0	0
3,250	3,300	486	356	356	234	234	112	0	0	0	0
3,300	3,350	496	366	366	243	243	121	0	0	0	0
3,350	3,400	506	375	375	252	252	130	8	0	0	0
3,400	3,450	516	384	384	262	262	139	17	0	0	0
3,450	3,500	526	393	393	271	271	148	26	0	0	0
3,500	3,550	536	402	402	280	280	158	35	0	0	0
3,550	3,600	546	412	412	289	289	167	44	0	0	0
3,600	3,650	556	422	421	298	298	176	54	0	0	0
3,650	3,700	566	432	430	308	308	185	63	0	0	0
3,700	3,750	577	442	439	317	317	194	72	0	0	0
3,750	3,800	587	452	448	326	326	203	81	0	0	0
3,800	3,850	597	462	457	335	335	213	90	0	0	0
3,850	3,900	607	472	467	344	344	222	99	0	0	0
3,900	3,950	617	482	476	353	353	231	109	0	0	0
3,950	4,000	627	493	485	363	363	240	118	0	0	0
4,000	4,050	637	503	494	372	372	249	127	5	0	0
4,050	4,100	647	513	503	381	381	259	136	14	0	0
4,100	4,150	657	523	513	390	390	268	145	23	0	0
4,150	4,200	667	533	522	399	399	277	155	32	0	0
4,200	4,250	677	543	531	409	409	286	164	41	0	0
4,250	4,300	687	553	540	419	418	295	173	50	0	0
4,300	4,350	698	563	549	429	427	304	182	60	0	0
4,350	4,400	708	573	558	439	436	314	191	69	0	0
4,400	4,450	718	583	568	449	445	323	200	78	0	0
4,450	4,500	728	593	577	459	454	332	210	87	0	0
4,500	4,550	738	603	586	469	464	341	219	96	0	0
4,550	4,600	748	614	595	479	473	350	228	106	0	0
4,600	4,650	758	624	604	489	482	360	237	115	0	0
4,650	4,700	768	634	614	499	491	369	246	124	2	0
4,700	4,750	778	644	623	509	500	378	256	133	11	0
4,750	4,800	788	654	632	519	509	387	265	142	20	0
4,800	4,850	798	664	641	530	519	396	274	151	29	0
4,850	4,900	808	674	650	540	528	405	283	161	38	0
4,900	4,950	818	684	659	550	537	415	292	170	47	0
4,950	5,000	829	694	669	560	546	424	301	179	57	0

☆ U. S. GOVERNMENT PRINTING OFFICE 16—65304-1

FORM 1040
U.S. Treasury Department
Internal Revenue Service

U. S. INDIVIDUAL INCOME TAX RETURN

1950
CALENDAR YEAR

For other taxable years ending after Sept. 30, 1950, but before Dec. 31, 1951, attach Form 1040FY

EMPLOYEES: Instead of this form, you may use Form 1040A if your total income was less than $5,000, consisting wholly of wages shown on Forms W-2, or of such wages and not more than $100 of other wages, dividends, and interest.

Do not write in these spaces
Serial No.
(Cashier's Stamp)

Name Belle Fitch
(PLEASE PRINT. If this is a joint return of husband and wife, use first names of both)

HOME ADDRESS R. R. # 1
(PLEASE PRINT. Street and number or rural route)

[illegible]town, Indiana.
(City, town, or post office) (Postal zone number) (State)

Social Security No. [illegible] Occupation [illegible]

Your exemptions

1. List your own name. If married and your wife (or husband) had no income, or if this is a joint return of husband and wife, list name of your wife (or husband).

List names of other close relatives (as defined in Instructions) with 1950 gross incomes of less than $500 who received more than one-half of their support from you in 1950. If this is a joint return of husband and wife, list dependent relatives of both.

Name (please print)	Check below whether you (or your wife) were at the end of your taxable year— 65 OR OVER	BLIND	On lines a and b below— Write 1 if neither 65 nor blind; Write 2 if either 65 or blind; Write 3 if both 65 and blind.
Your name Belle Fitch	Yes ☒ No ☐	Yes ☐ No ☐	a. Number of exemptions for you 2
Wife's (or husband's) name	Yes ☐ No ☐	Yes ☐ No ☐	b. Number of her (his) exemptions

Name of Other Dependent Relative	Relationship	Address—if different from yours

Enter here total number of exemptions claimed (yours and your wife's plus one for each dependent listed above) →

Your income

2. Enter your total wages, salaries, bonuses, commissions, and other compensation received in 1950, BEFORE PAY-ROLL DEDUCTIONS for taxes, dues, insurance, bonds, etc. Also enter amount of income tax withheld. Members of Armed Forces and persons claiming traveling or reimbursed expenses, see Instructions.

Print Employer's Name	Where Employed (City and State)	Amount of Income Tax Withheld	Total Wages
		$	$
	Enter totals	$	$

3. If you received dividends, interest, or any other income, give details on page 2 and enter the total here Form 1040F — $38.00 / 1241.16
4. Add income shown in items 2 and 3, and enter the total here $1279.16

How to figure the tax

IF YOUR INCOME WAS LESS THAN $5,000.—Use the table on page 4 to find your tax unless you itemize your deductions. This table allows about 10 percent of your total income for charitable contributions, interest, taxes, medical expenses, etc. If your deductions exceed 10 percent, it will usually be to your advantage to itemize them and compute your tax on page 3.

IF INCOME WAS $5,000 OR MORE.—Do not use tax table. Compute tax on page 3. Use standard deduction or itemize deductions, whichever is to your advantage.

HUSBAND AND WIFE.—For split-income benefits, file a joint return. If filing separate returns, and one itemizes deductions, both must itemize.

Tax due or refund

5. Enter your tax from table on page 4, or from line 18, page 3 $ none
6. How much have you paid on your 1950 income tax?
(A) By tax withheld (in item 2, above). Attach Original Forms W-2 $
(B) By payments on 1950 Declaration of Estimated Tax
Enter total here →
7. If your tax (item 5) is larger than payments (item 6), enter BALANCE OF TAX DUE here $ none
This balance of tax due must be paid in full with return.
8. If your payments (item 6) are larger than your tax (item 5), enter the OVERPAYMENT here $
Enter amount of item 8 you want: Refunded to you $; Credited on your 1951 estimated tax $
Do you owe any prior year Federal tax for which you have been billed? (Yes or No)

If you filed a return for a prior year, state latest year 1949
Where filed Indianapolis
To which Collector's office did you pay amount claimed in item 6 (B), above?

County in which you reside Allen
Is your wife (or husband) making a separate return for 1950? (Yes or No)
If "Yes," write her (or his) name

I declare under the penalties of perjury that this return (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is a true, correct, and complete return.

(Signature of person, other than taxpayer, preparing this return) (Date)

(Signature of taxpayer) 1/20/51 (Date)

(Name of firm or employer, if any)

(Signature of taxpayer's wife or husband if this is a joint return) (Date)

To assure any benefits of split-income provisions, husband and wife must include all their income, and BOTH MUST SIGN, even though only one has income.

16—62581-1

Schedule A.—INCOME FROM DIVIDENDS

Name and address of corporation declaring dividend	Amount	Name and address of corporation declaring dividend	Amount
	$		$
			Enter total here →

$

Schedule B.—INCOME FROM INTEREST

Name and address of payor	Amount	Name and address of payor	Amount
	$		$
			Enter total here →

Schedule C.—PROFIT (OR LOSS) FROM BUSINESS OR PROFESSION. (Farmers should obtain Form 1040F)

Net profit (or loss) from business or profession (from separate Schedule C)

Schedule D.—GAINS AND LOSSES FROM SALES OR EXCHANGES OF CAPITAL ASSETS, ETC.

1. Net gain (or loss) from sale or exchange of capital assets (from separate Schedule D)
2. Net gain (or loss) from sale or exchange of property other than capital assets (from separate Schedule D)

Schedule E.—INCOME FROM ANNUITIES OR PENSIONS

1. Cost of annuity (total amount you paid in)	$	4. Total amount received this year	$
2. Amount received tax-free in prior years		5. Excess, if any, of line 4 over line 3	
3. Remainder of cost (line 1 less line 2)	$	6. Enter line 5, or 3 percent of line 1, whichever is greater (but do not enter more than line 4)	

Schedule F.—INCOME FROM RENTS AND ROYALTIES

1. Kind and location of property	2. Amount of rent or royalty	3. Depreciation or depletion (explain in Schedule H)	4. Repairs (explain in Schedule I)	5. Other expenses (itemize in Schedule I)
Dwelling House	$ 167 00	$	$ 150	$
1. Totals	$	$	$	$

2. Net profit (or loss) (column 2 less sum of columns 3, 4, and 5) 17 00

Schedule G.—INCOME FROM PARTNERSHIPS, ESTATES AND TRUSTS, AND OTHER SOURCES

NAME	ADDRESS	AMOUNT
1. Partnership, joint venture, etc.		$
2. Estate or trust		
3. Other sources (state nature)		
		Enter total here →

Total income (or loss) from above sources (Enter as item 3, page 1) $

Schedule H.—EXPLANATION OF DEDUCTION FOR DEPRECIATION CLAIMED IN SCHEDULE F

1. Kind of property (If buildings, state material of which constructed)	2. Date acquired	3. Cost or other basis (do not include land or other nondepreciable property)	4. Assets fully depreciated in use at end of year	5. Depreciation allowed (or allowable) in prior years	6. Remaining cost or other basis to be recovered	7. Estimated life used in accumulating depreciation	8. Estimated remaining life from beginning of year	9. Depreciation allowable this year
		$	$	$	$			$

Schedule I.—EXPLANATION OF COLUMNS 4 AND 5 OF SCHEDULE F

1. Column No.	2. Explanation	3. Amount	1. Column No.	2. Explanation	3. Amount
		$			$

ITEMIZED DEDUCTIONS—FOR PERSONS NOT USING TAX TABLE ON PAGE 4 OR STANDARD DEDUCTION ON LINE 2 BELOW—

If husband and wife (not legally separated) file separate returns and one itemizes deductions, the other must also itemize

Describe deductions and state to whom paid. If more space is needed, list deductions on separate sheet of paper and attach to this return.		Amount
Contributions	$	
Allowable Contributions (not in excess of 15 percent of item 4, page 1)		$
Interest	$	
Total Interest		
Taxes	$	
Total Taxes		
Losses from fire, storm, or other casualty, or theft	$	
Total Allowable Losses (not compensated by insurance or otherwise)		
Medical and dental expenses	$	
Net Expenses (not compensated by insurance or otherwise)	$	
Enter 5 percent of item 4, page 1, and subtract from Net Expenses		
Allowable Medical and Dental Expenses. See Instructions for limitation		
Miscellaneous (See Instructions)	$	
Total Miscellaneous Deductions		
TOTAL DEDUCTIONS		$

TAX COMPUTATION—FOR PERSONS NOT USING TAX TABLE ON PAGE 4

1. Enter amount shown in item 4, page 1. This is your Adjusted Gross Income $
2. Enter DEDUCTIONS. If deductions are itemized above, enter the total of such deductions. If adjusted gross income (line 1, above) is $5,000 or more and deductions are not itemized, enter the standard deduction of 10 percent of line 1, above, or $1,000, whichever is the lesser, or $500 if this is the separate return of a married person
3. Subtract line 2 from line 1. Enter the difference here. This is your Net Income $
4. Multiply $600 by total number of exemptions claimed in item 1, page 1. Enter total here
5. Subtract line 4 from line 3. Enter difference here $

Lines 6, 7, and 8 should be filled in ONLY by a single person or a married person making a separate return

6. Use the tax rates shown on page 16 of Instructions to figure your tentative tax on amount shown in line 5 (if line 3, above, includes partially tax-exempt interest, see Instructions). Enter the tentative tax here $
7. If line 6 is (*a*) not over $400, enter 13% of amount on line 6
   (*b*) over $400 but not over $100,000, enter $52 plus 9% of the excess over $400
   (*c*) over $100,000, enter $9,016 plus 7.3% of the excess over $100,000
8. Subtract line 7 from line 6. Enter the difference here. This is your combined normal tax and surtax $

Lines 9 to 13 should be filled in ONLY if this is a joint return of husband and wife

9. Enter here one-half of amount on line 5, above $
10. Use the tax rates shown on page 16 of Instructions to figure your tentative tax on amount shown in line 9 (if line 3, above, includes partially tax-exempt interest, see Instructions). Enter the tentative tax here $
11. If line 10 is (*a*) not over $400, enter 13% of amount on line 10
    (*b*) over $400 but not over $100,000, enter $52 plus 9% of the excess over $400
    (*c*) over $100,000, enter $9,016 plus 7.3% of the excess over $100,000
12. Subtract line 11 from line 10. Enter the difference here $
13. Multiply amount on line 12 by 2. Enter this tax here. This is your combined normal tax and surtax $
14. If alternative tax computation is made on separate Schedule D, enter here tax from line 12 on back of Schedule D $

If you used the standard deduction in line 2, disregard lines 15, 16, and 17, and copy on line 18 the same figure you entered on line 8, 13, or 14, whichever is applicable

15. Enter here any income tax payments to a foreign country or U. S. possession (attach Form 1116) $
16. Enter here any income tax paid at source on tax-free covenant bond interest
17. Add the figures on lines 15 and 16 and enter the total here $
18. Subtract line 17 from line 8, 13, or 14, whichever is applicable. Enter difference here and in item 5, page 1. This is your tax $

TAX TABLE FOR CALENDAR YEAR 1950

FOR PERSONS WITH INCOMES UNDER $5,000 NOT COMPUTING TAX ON PAGE 3

Read down the shaded columns below until you find the line covering the total income you entered in item 4, page 1. Then read across to the column headed by the number corresponding to the number of exemptions claimed in item 1, page 1. Enter the tax you find there in item 5, page 1.

If total income in item 4, page 1, is—		And the number of exemptions claimed in item 1, page 1, is—			
At least	But less than	1	2	3	4 or more
		Your tax is—			
$650	$675	$0	$0	$0	$0
675	700	3	0	0	0
700	725	7	0	0	0
725	750	11	0	0	0
750	775	15	0	0	0
775	800	19	0	0	0
800	825	23	0	0	0
825	850	27	0	0	0
850	875	31	0	0	0
875	900	35	0	0	0
900	925	38	0	0	0
925	950	42	0	0	0
950	975	46	0	0	0
975	1,000	50	0	0	0
1,000	1,025	54	0	0	0
1,025	1,050	58	0	0	0
1,050	1,075	62	0	0	0
1,075	1,100	66	0	0	0
1,100	1,125	70	0	0	0
1,125	1,150	74	0	0	0
1,150	1,175	78	0	0	0
1,175	1,200	82	0	0	0
1,200	1,225	85	0	0	0
1,225	1,250	89	0	0	0
1,250	1,275	93	0	0	0
1,275	1,300	97	0	0	0
1,300	1,325	101	0	0	0
1,325	1,350	105	1	0	0
1,350	1,375	109	5	0	0
1,375	1,400	113	8	0	0
1,400	1,425	117	12	0	0
1,425	1,450	121	16	0	0
1,450	1,475	125	20	0	0
1,475	1,500	129	24	0	0
1,500	1,525	132	28	0	0
1,525	1,550	136	32	0	0
1,550	1,575	140	36	0	0
1,575	1,600	144	40	0	0
1,600	1,625	148	44	0	0
1,625	1,650	152	48	0	0
1,650	1,675	156	52	0	0
1,675	1,700	160	55	0	0
1,700	1,725	164	59	0	0
1,725	1,750	168	63	0	0
1,750	1,775	172	67	0	0
1,775	1,800	176	71	0	0
1,800	1,825	179	75	0	0
1,825	1,850	183	79	0	0
1,850	1,875	187	83	0	0
1,875	1,900	191	87	0	0
1,900	1,925	195	91	0	0
1,925	1,950	199	95	0	0
1,950	1,975	203	99	0	0
1,975	2,000	207	102	0	0
2,000	2,025	211	106	2	0
2,025	2,050	215	110	6	0
2,050	2,075	219	114	10	0
2,075	2,100	223	118	14	0
2,100	2,125	226	122	18	0
2,125	2,150	230	126	22	0
2,150	2,175	234	130	25	0
2,175	2,200	238	134	29	0
2,200	2,225	242	138	33	0
2,225	2,250	246	142	37	0
2,250	2,275	250	146	41	0
2,275	2,300	254	149	45	0
2,300	2,325	258	153	49	0

If total income in item 4, page 1, is—		And the number of exemptions claimed in item 1, page 1, is—									
			2		3						
At least	But less than	1	And you are single or a married person filing separately	And you are a married couple filing jointly	And you are single or a married person filing separately	And you are a married couple filing jointly	4	5	6	7	8 or more
		Your tax is—									
$2,325	$2,350	$262	$157	$157	$53	$53	$0	$0	$0	$0	$0
2,350	2,375	266	161	161	57	57	0	0	0	0	0
2,375	2,400	269	165	165	61	61	0	0	0	0	0
2,400	2,425	273	169	169	65	65	0	0	0	0	0
2,425	2,450	277	173	173	69	69	0	0	0	0	0
2,450	2,475	281	177	177	72	72	0	0	0	0	0
2,475	2,500	285	181	181	76	76	0	0	0	0	0
2,500	2,525	289	185	185	80	80	0	0	0	0	0
2,525	2,550	293	189	189	84	84	0	0	0	0	0
2,550	2,575	297	192	192	88	88	0	0	0	0	0
2,575	2,600	301	196	196	92	92	0	0	0	0	0
2,600	2,625	305	200	200	96	96	0	0	0	0	0
2,625	2,650	309	204	204	100	100	0	0	0	0	0
2,650	2,675	313	208	208	104	104	0	0	0	0	0
2,675	2,700	316	212	212	108	108	3	0	0	0	0
2,700	2,725	320	216	216	112	112	7	0	0	0	0
2,725	2,750	324	220	220	115	115	11	0	0	0	0
2,750	2,775	328	224	224	119	119	15	0	0	0	0
2,775	2,800	332	228	228	123	123	19	0	0	0	0
2,800	2,825	336	232	232	127	127	23	0	0	0	0
2,825	2,850	340	236	236	131	131	27	0	0	0	0
2,850	2,875	344	239	239	135	135	31	0	0	0	0
2,875	2,900	348	243	243	139	139	35	0	0	0	0
2,900	2,925	352	247	247	143	143	38	0	0	0	0
2,925	2,950	357	251	251	147	147	42	0	0	0	0
2,950	2,975	361	255	255	151	151	46	0	0	0	0
2,975	3,000	366	259	259	155	155	50	0	0	0	0
3,000	3,050	373	265	265	161	161	56	0	0	0	0
3,050	3,100	382	273	273	168	168	64	0	0	0	0
3,100	3,150	391	281	281	176	176	72	0	0	0	0
3,150	3,200	400	288	288	184	184	80	0	0	0	0
3,200	3,250	409	296	296	192	192	87	0	0	0	0
3,250	3,300	418	304	304	200	200	95	0	0	0	0
3,300	3,350	427	312	312	207	207	103	0	0	0	0
3,350	3,400	436	320	320	215	215	111	7	0	0	0
3,400	3,450	445	328	328	223	223	119	14	0	0	0
3,450	3,500	454	335	335	231	231	127	22	0	0	0
3,500	3,550	463	343	343	239	239	134	30	0	0	0
3,550	3,600	472	352	351	247	247	142	38	0	0	0
3,600	3,650	481	361	359	254	254	150	46	0	0	0
3,650	3,700	490	370	367	262	262	158	54	0	0	0
3,700	3,750	499	379	375	270	270	166	61	0	0	0
3,750	3,800	508	388	382	278	278	174	69	0	0	0
3,800	3,850	517	397	390	286	286	181	77	0	0	0
3,850	3,900	526	406	398	294	294	189	85	0	0	0
3,900	3,950	535	415	406	301	301	197	93	0	0	0
3,950	4,000	544	424	414	309	309	205	100	0	0	0
4,000	4,050	553	433	422	317	317	213	108	4	0	0
4,050	4,100	562	442	429	325	325	221	116	12	0	0
4,100	4,150	571	451	437	333	333	228	124	20	0	0
4,150	4,200	580	460	445	341	341	236	132	27	0	0
4,200	4,250	589	469	453	349	348	244	140	35	0	0
4,250	4,300	598	478	461	358	356	252	147	43	0	0
4,300	4,350	607	487	468	367	364	260	155	51	0	0
4,350	4,400	616	496	476	376	372	268	163	59	0	0
4,400	4,450	625	505	484	385	380	275	171	67	0	0
4,450	4,500	634	514	492	394	388	283	179	74	0	0
4,500	4,550	643	523	500	403	395	291	187	82	0	0
4,550	4,600	652	532	508	412	403	299	194	90	0	0
4,600	4,650	661	541	515	421	411	307	202	98	0	0
4,650	4,700	670	550	523	430	419	315	210	106	1	0
4,700	4,750	679	559	531	439	427	322	218	114	9	0
4,750	4,800	688	568	539	448	435	330	226	121	17	0
4,800	4,850	697	577	547	457	442	338	234	129	25	0
4,850	4,900	706	586	555	466	450	346	241	137	33	0
4,900	4,950	715	595	562	475	458	354	249	145	40	0
4,950	5,000	724	604	570	484	466	361	257	153	48	0

FORM 1040 F
(Revised Sept. 1951)
U. S. Treasury Department
Internal Revenue Service

U. S. SCHEDULE OF FARM INCOME AND EXPENSES

For Calendar Year 19 51

Attach This Form to Your Income Tax Return Form 1040 and File It With the Collector of Internal Revenue for Your District.

Or for year beginning Jan. 1, 19 51, and ending Jan. 1, 19 52

Name Belle Fitch

Address Huntertown, Indiana, R. F. D. # 1

Location of farm or farms Same.

Number of acres in each farm

Fill in Pages 1 and 3 if Your Accounts Are Kept on a Cash Basis.

If You Keep Books on an Accrual Basis and Desire to Use This Form, Fill in Pages 2 and 3 Instead.

FARM INCOME FOR TAXABLE PERIOD COMPUTED ON CASH RECEIPTS AND DISBURSEMENTS BASIS

1. SALE OF LIVESTOCK RAISED

Kind	Quantity	Amount
Cattle		$1251 76
Horses		
Mules		
Sheep		524 77
Swine		613 38
Chickens		
Turkeys		
Ducks		
Goats		
Bees		
Other (specify):		
TOTAL		$2389 91 (Enter on line 1 of summary below)

2. SALE OF PRODUCE RAISED

Kind	Quantity	Amount
Grain		$1190 62
Hay		
Cotton		
Tobacco		
Potatoes		
Sugar beets		
Vegetables		
Fruits		
Nuts		
Dairy products		
Eggs		
Meat products		
Poultry, dressed		
Wool and mohair		186 50
Honey		
Sirup and sugar		
Other (specify):		
TOTAL		$1377 12 (Enter on line 2 of summary below)

3. OTHER FARM INCOME

Items	Amount
Mdse. rec'd for produce	$
Machine work	
Hire of teams	
Breeding fees	
Rent rec'd in crop shares	
Work off farm	
Wood and lumber	
Other forest products	
Agricultural program payments	
Patronage dividends, rebates or refunds, if not reported elsewhere in return	
Other (specify):	
TOTAL	$ (Enter on line 3 of summary below)

4. SALE OF LIVESTOCK AND OTHER ITEMS PURCHASED

1. Description	2. Date acquired	3. Gross sales price (contract price)	4. Cost or other basis	5. Depreciation allowed (or allowable) since acquisition or March 1, 1913	6. Profit (column 3 plus column 5 minus column 4)
Hog		$177 77	$84 00	$	$93 77
Sheep		12 50	25 00		−12 50
TOTAL (enter on line 4 of summary below)					$81 27

SUMMARY OF INCOME AND DEDUCTIONS COMPUTED ON A CASH RECEIPTS AND DISBURSEMENTS BASIS

1. Sale of livestock raised	$2389 91	6. Expenses (from page 3)	$1130 32
2. Sale of produce raised	1377 12	7. Depreciation (from page 3)	252 00
3. Other farm income			
4. Profit on sale of livestock and other items purchased	81 27		
5. GROSS PROFITS	3848 30	8. TOTAL DEDUCTIONS	$1382 32
9. Net farm profit (or loss) (line 5 minus line 8) to be reported in Schedule C Summary, Form 1040			$2465 98

FARM INVENTORY FOR INCOME COMPUTED ON AN ACCRUAL BASIS

Description (Kind of livestock crops, or other products)	On Hand at Beginning of Year		Purchased During Year		Raised During Year		Consumed or Lost During Year		Sold During Year		On Hand at End of Year	
	Quantity	Inventory value	Quantity	Amount paid	Quantity	Inventory value	Quantity	Inventory value	Quantity	Amount received	Quantity	Inventory value
		$		$		$		$		$		$
TOTALS		$ (Enter on line 4)		$ (Enter on line 5)		$		$		$ (Enter on line 2)		$ (Enter on line 1)

SUMMARY OF INCOME AND DEDUCTIONS COMPUTED ON AN ACCRUAL BASIS

1. Inventory of livestock, crops, and products at end of year . . . . $

2. Sales of livestock, crops, and products during year . .

2*a*. Other miscellaneous receipts (specify):

3. TOTAL . . . . $

4. Inventory of livestock, crops, and products at beginning of year . . . . $

5. Cost of livestock and products purchased during year . . . .

6. Gross profits (line 3 minus the sum of lines 4 and 5) . . $

7. Expenses (from page 3) . . . . $

8. Depreciation (from page 3) .

9. TOTAL DEDUCTIONS . . $

10. Net farm profit (or loss) (line 6 minus line 9) to be reported in Schedule C Summary, Form 1040 . . . . $

FARM EXPENSES FOR TAXABLE YEAR (See Instructions)

(Do not include personal or living expenses or expenses not attributable to production of farm income, such as taxes, insurance, repairs, etc., on your dwelling)

1. Items	2. Amount	3. Items (Continued)	4. Amount (Continued)
Labor hired	$ 32 52	Other farm expenses (specify):	
Feed purchased	213 27		$
Seed and plants purchased	30 40		
Machine hire	185 91		
Supplies purchased	30 93		
Cost of repairs and maintenance	158 00		
Breeding fees	111 07		
Fertilizers and lime			
Veterinary and medicine for livestock	35 50		
Gasoline, other fuel and oil for farm business			
Storage and warehousing			
Taxes	306 42		
Insurance on property (except your dwelling)	26 30		
Interest on farm notes and mortgages			
Water rent, electricity, and telephone			
Rent of farm, part of farm, or pasturage			
Freight, yardage, express, and trucking			
Automobile upkeep (farm share)			
TOTAL OF COLUMNS 2 AND 4 (enter on line 6 of summary on page 1 (cash basis) or line 7, page 2 (accrual basis))			$1130 32

DEPRECIATION (See Instructions)

1. Kind of property (if buildings, state material of which constructed). Exclude land and other nondepreciable property	2. Date acquired	3. Cost or other basis	4. Depreciation allowed (or allowable) in prior years	5. Remaining cost or other basis to be recovered	6. Life used in accumulating depreciation	7. Estimated life from beginning of year	8. Depreciation allowable this year
Dwelling		$ 2000 00	$	$			$ 50 00
Barn		2000 00					50 00
Hog house		500 00					25 00
Fence		1700 00					102 00
Tile		500					25 00
TOTAL (enter on line 7 of summary on page 1 (cash basis) or line 8, page 2 (accrual basis))							$ 252 00

REMARKS:

METHOD OF ACCOUNTING

Farmers may compute their income either on the cash receipts and disbursements basis or the accrual basis, but whichever method is adopted in filing their first return must be followed until the consent of the Commissioner is received to compute the income upon a new basis. Applications for permission to change the method of accounting employed and the basis upon which the return is made shall be filed within 90 days after the beginning of the taxable year to be covered by the return and should be addressed to the Commissioner of Internal Revenue, Washington 25, D. C.

CASH RECEIPTS AND DISBURSEMENTS BASIS

A farmer reporting on the basis of cash receipts and disbursements shall include in his gross income for the taxable year (1) the amount of cash or the value of merchandise or other property received from the sale of livestock and produce which were raised during the taxable year or prior years, (2) the profits from the sale of any livestock or other items which were purchased, and (3) gross income from all other sources. The farm expenses will be the actual amounts paid out during the taxable year.

Change in method of accounting.—Farmers may change the basis of their returns from that of receipts and disbursements to that of an inventory basis provided the requirements as to the timely filing of an application as outlined above have been complied with and provided further, that the taxpayer and the Commissioner agree upon the terms and conditions under which the change is to be effective.

ACCRUAL BASIS

For a farmer reporting on the accrual basis, the gross profits are obtained as indicated in summary of income and deductions on page 2 of this form. The farm expenses will be the actual expenses incurred during the year, whether paid or not.

Farmers who render their returns upon an inventory basis may value their inventories according to the "farm-price method," which provides for the valuation of inventories at market price less direct cost of disposition. If the use of the "farm-price method" of valuing inventories for any taxable year involves a change in method of valuing inventories from that employed in prior years, permission for such change shall first be secured from the Commissioner. Farmers raising livestock may value their inventories of animals according to either the "farm-price method" or the "unit livestock price method."

INCOME

All the farm income from whatever source must be reported in this schedule. Anything of value received instead of cash must be treated as income to the extent of its market value. Thus, the market value of groceries, merchandise, or the like, received in exchange for farm produce must be reported as income.

The value of farm produce consumed by the farmer and his family need not be reported as income; but expenses incurred in raising such produce must not be claimed as deductions.

Recoveries for hail and fire insurance on growing crops should be included in gross income.

A taxpayer electing to include in gross income amounts received during the year as loans from Commodity Credit Corporation should file with his return a statement showing details of such loans. (See section 123 of the Internal Revenue Code.)

Report gains and losses from sales or exchanges of capital assets and other property in separate Schedule D (Form 1040).

The term "farm" embraces the farm in the ordinarily accepted sense, and includes stock, dairy, poultry, fruit, truck farms, and all land used for farming operations. A person cultivating or operating a farm for recreation or pleasure, the result of which is a continual loss from year to year, is not regarded as a farmer.

EXPENSES AND OTHER DEDUCTIONS

In general, a farmer who operates a farm for profit is entitled to deduct from gross income as necessary expenses all amounts actually expended in carrying on the business of farming, except those which represent capital investment. The following is a list of such expenses (taken from the classification appearing on page 3 of this form though any other equally descriptive classification may be used).

Labor hired.—Amounts paid for regular farm labor, piece work, contract labor, and other forms of hired labor. Do not deduct the value of your own labor or that of your wife or dependent minor children. Only that part of the board which is purchased for hired labor should be deducted. The value of products furnished by the farm and used in the board of hired labor is not deductible. Rations purchased and furnished to laborers or sharecroppers are deductible. Do not deduct amounts paid to persons engaged in household work, except to the extent that the services of such persons are used in boarding and otherwise caring for farm laborers. Services of such employees engaged in caring for the farmer's own household are not deductible.

Feed purchased.—Cost of grain, hay, silage, mill feeds, other concentrates and roughages purchased, and amounts paid for grinding, mixing, and processing of feed.

Machine hire.—Amounts paid for threshing, combining, silo filling, baling, ginning, and other machine hire.

Supplies purchased.—Cost of twine, spray material, poisons, disinfectant, cans, barrels, baskets, egg cases, bags, and other similar farm supplies purchased.

Cost of repairs and maintenance.—Amounts expended for repairs and maintenance of farm buildings (except your dwelling), fences, drains, and other farm improvements, and for repairs and maintenance of farm machinery and equipment; cost of small tools of short life such as shovels, rakes, etc. Amounts expended for replacements of, or additions to, farm machinery, farm buildings, or other farm equipment of a permanent nature are not deductible.

Fertilizers and lime.—Cost of commercial fertilizers, lime, and manure purchased during the year, the benefit of which is of short duration, is deductible. The amount expended in the restoration of soil fertility preparatory to actual production of crops and the cost of liming soil to increase productiveness over a period of years are capital expenditures.

Taxes.—State and local taxes. Do not deduct Federal income taxes; estate, inheritance, legacy, succession, and gift taxes; nor taxes assessed for any improvement or betterment tending to increase the value of the property assessed. Do not deduct on this form, taxes on your dwelling or household property and other personal taxes. Taxes, such as those on retail sales, which apply to items used in the farm business, may be considered as part of the cost of such items.

Insurance on farm property.—Cost of all insurance on farm buildings (except your dwelling) and improvements, equipment, crops, and livestock.

Interest on farm notes and mortgages.—Interest paid on farm mortgages, notes, and other obligations incurred to carry on the farm business.

Water rent, electricity, and telephone.—Report only the farm share of these expenditures.

Rent of farm, part of farm, or pasturage.—Rent paid in cash. Where a tenant farmer pays rent to the landlord in the form of crops raised on the farm (the agreement being on a cropshare basis), the tenant may not deduct as rent the value of the crop given to the landlord, but the tenant may deduct all amounts paid by him in raising the crop.

Automobile upkeep.—For automobiles used exclusively in farm business, all expenses of operation, repair, and depreciation. For automobiles used both for farm business and for personal use, only that part of the expense corresponding to the business use may be deducted. If some items, such as gasoline or repairs, are included under other headings, include here only those expenses not shown elsewhere. The farm share of automobile depreciation should be entered in the depreciation table.

Other farm expenses.—Fees paid for advertising farm products; expenditures for stamps, stationery, account books, and other office supplies purchased for farm use; expenditures for travel in connection with the farm business; and other similar miscellaneous expenditures. Amounts expended for purchase of automobiles, farm machinery, farm buildings, or other farm equipment of a permanent nature are not deductible.

Depreciation.—Allowance for depreciation of buildings, improvements, machinery, or other farm equipment of a permanent nature. The amount claimed on account of depreciation should not exceed original cost (not replacement cost) of the property, or if acquired prior to March 1, 1913, the cost or value as of that date, divided by the probable number of years remaining of its useful life. In computing depreciation do not include the value of farm land nor the land on which farm buildings are located. Do not deduct repairs or depreciation on the dwelling you occupy or on your personal or household equipment. Do not claim as a separate item depreciation on livestock or any other property included in your inventory. Depreciation, however, may be claimed on livestock acquired for work, breeding, or dairy purposes which are not included in your inventory of livestock purchased or raised for sale.

Bad debts.—Report only debts, or portions thereof, arising from sales reported as income, which have been definitely proved within the year to be worthless, or such reasonable amount as has been added to a reserve for bad debts within the year. If you report your farm income on the cash basis, bad debts arising from sales are not an allowable deduction.

Losses.—Do not deduct on this form losses of buildings, machinery, and other property not included in your inventory, resulting from fire, storm, or other casualty and not compensated for by insurance or otherwise. Losses of property included in your inventory are taken care of by the reduced amount of the inventory at the close of the year. The total loss of a prospective crop by frost, storm, flood, or fire, is not deductible. When reporting on the cash basis, the value of animals raised by you and lost by death is not deductible, while in the case of animals purchased and lost by death, the cost less depreciation allowed or allowable is deductible.

Net operating loss deductions.—Every farmer claiming a net operating loss deduction shall file with his return a concise statement setting forth the amount of the net operating loss deduction claimed and all material facts. The deduction should be entered in Schedule C Summary, Form 1040, instead of on Form 1040F.

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DAVID HOGG
GEORGE H. LEONARD
DAVID PETERS

HOGG & LEONARD
ATTORNEYS AND COUNSELLORS AT LAW
GETTLE BUILDING
FORT WAYNE 2, INDIANA

BETTY LOU WULLIMAN

TELEPHONE
EASTBROOK 1115

January 26, 1949

Statement re: Sale of John B. Fitch real estate in Huntertown

EXPENSES:

1.	Earl Griswold, real estate commission	$500.00
2.	Abstract bill	27.50
3.	Revenue stamps	7.15
4.	Articles of Universalist Convention	2.80
5.	Hogg & Peters, attorney fees	45.00
	Total	$582.45

Sale of [illegible]

[illegible]

DUTIES OF ADMINISTRATOR

The Administrator of an estate occupies a position of the highest trust and confidence. He owes to the heirs and bona fide creditors the duty to preserve the estate for their benefit, and he owes to the court, whose officer he is, the duty of administering his trust with the utmost good faith.

He should consult his attorney for full directions; and although his acts are subject to approval of the court, the court is not permitted to act as his attorney.

Among other things, the law requires that an Administrator:

1. File a complete inventory of the personal estate of decedent within 60 days after appointment.

2. File an inheritance tax schedule within twelve months after decedent's death.

3. Periodically examine all claims upon the Claim Docket of the Clerk's office.

4. Keep all funds of the estate separate from his own.

5. Keep a true and complete record of all moneys and assets received and disbursed. After six months from the giving of notice of appointment, he may with consent of the court, and at the end of one year from date of his letters, unless excused for cause by the court, shall file his final account. Vouchers or receipts for all expenditures shall accompany such reports. Cancelled checks, unless vouchered, are not sufficient.

Probate Form 5

LETTERS OF ADMINISTRATION

11229

STATE OF INDIANA }
COUNTY OF ALLEN } ss:

TO WHOM THESE PRESENTS SHALL COME, GREETING:

This is to certify that administration of the estate of BELLE FITCH

deceased, who died intestate, has been this day granted by the Judge of Allen Superior Court No. 2, of said County and State, to OTIS B. FITCH

and he having qualified and given bond as such Administrator, is duly authorized to take upon his self the administration of said estate according to law.

WITNESS my hand and the seal of said court, this 3rd day of February, 1953

Elton L. Marquart
Clerk of Allen Superior Court No. 2.

(SEAL)

MULHAUPT PTG. CO., INC.

Perfection oil Heater	Grace Caple	25.00
Perfection oil Stove	Otis Fitch	2.00
Wood bed Stead	Grace Caple	1.00
Metal Bed stead	Otis Fitch	1.00
Metal Bed Stead	Otis Fitch	2.00
Mattress + Springs	Grace Caple	2.00
Mattress + Springs	Otis Fitch	1.00
Mattress + Springs	Otis Fitch	1.00
Studio couch	Maurice Fitch	10.00
Leather Davenport	Grace Caple	.50
Overstuffed Davenport + chair	Otis Fitch	.50
Dining Table	Otis Fitch	.50
Drop Leaf Table	Grace Caple	1.00
Philco Table Radio	Otis Fitch	3.00
2 Burner Hot Plate	Otis Fitch	2.00
Rocking chairs	Grace Caple	1.00
Bookcase + Desk	Otis Fitch	2.00
Library Table	Grace Caple	.50
Kenmore Sweeper + attachments	Otis Fitch	5.00
White Sewing Machine	Grace Caple	1.00
Kitchen cupboard	Grace Caple	1.00
Buffet	Otis Fitch	1.00
Chest of Drawers	Grace Caple	2.00
Dresser	Otis Fitch	1.00
Utility cabinet	Otis Fitch	2.00
Wardrobe	Otis Fitch	.50
Pink glass dishes	Otis Fitch	5.00
Odd Dishes	Grace Caple	.50
Pans	Grace Caple	.50
Pin up Lamp	Grace Caple	.50
Wood + coal	Otis Fitch	2.00
Drill Press	Otis Fitch	8.00
Misc Tools	Otis Fitch	3.00
Refrigerator Frigidaire	Otis Fitch	25.00

washer Horton	Otis Fitch	10.00
Toaster	Otis Fitch	.50
Electric Iron	Otis Fitch	1.00
9'X12' Rug	Otis Fitch	10,00
Fruit	Otis Fitch	5,00
Jelly Sugar Flour	Grace Caple	1,00
Stand Mirror	Grace Caple	.50

ELMER O. LIKENS
Assessor DeKalb County
AUBURN, INDIANA

U.S. Savings Bond — March-1944 H C62590778E 100,00
John B Futch or Mrs Belle Futch C62590779E 100,00

Defense Savings Bond John B Futch or Belle Futch 1941

[illegible]	H	[illegible]1244598	(1942)	500,00
Samuel	H	L81706008E	''	50,00
Same	H	L81706001E	''	50,00
Same	H	C22761167E		100,00
Same	H	C22761165E	1942	100,00
''	H	C22761166E	1942	100,00
''	H	C20108551E	1942	100,00
''	H	C20108552E	''	100,00
''	H	C22071405E	''	100,00
''	H	C22071404E	''	100,00
''	H	C20105688E	''	100,00
''	H	C16993517E	''	100,00
''	H	C3580097E	1941	100,00
''	H	C8477441E	1941	100,00
''	H	C8477449E	''	100,00
''	H	C8477446E	''	100,00
''	H	C8474476	''	100,00
''	H	C8477332E	''	100,00
''	H	C22481316	''	100,00
''	H	C22481362	''	[illegible]
''	H	C2248129[illegible]	''	[illegible]

Inventory list for Belle Fitch Estate

Perfection oil heater	Grace Caple	$25.00
Perfection oil stove	Otis Fitch	2.00
Wood bedstead	Grace Caple	1.00
Metal bedstead	Otis Fitch	1.00
Metal bedstead	Otis Fitch	2.00
Mattress and Springs	Grace Caple	2.00
Mattress and Springs	Otis Fitch	1.00
Mattress and Springs	Otis Fitch	1.00
Studio Couch	Maurice Fitch	10.00
Leather Davenport	Grace Caple	.50
Overstuffed Davenport & chair	Otis Fitch	.50
Dining Table	Otis Fitch	.50
Drop leaf table	Grace Caple	1.00
Philco Table Radio	Otis Fitch	3.00
2 burner hot plate	Otis Fitch	2.00
Rocking chairs	Grace Caple	1.00
Bookcase and desk	Otis Fitch	2.00
Library Table	Grace Caple	.50
Kenmore Sweeper/attachments	Otis Fitch	5.00
White Sewing Machine	Grace Caple	1.00
Kitchen Cupboard	Grace Caple	1.00
Buffet	Otis Fitch	1.00
Chest of Drawers	Grace Caple	2.00
Dresser	Otis Fitch	1.00
Utility Cabinet	Otis Fitch	2.00
Wardrobe	Otis Fitch	.50
Pink Glass Dishes	Otis Fitch	5.00
Odd dishes	Grace Caple	.50
Pans	Grace Caple	.50
Pin-up-lamp	Grace Caple	.50
Wood and coal	Otis Fitch	2.00
Drill Press	Otis Fitch	8.00
Misc. tools	Otis Fitch	3.00
Frigidaire Refrigerator	Otis Fitch	25.00
Horton Washer	Otis Fitch	10.00
Toaster	Otis Fitch	.50
Electric Iron	Otis Fitch	1.00
9′by 12′ Rug	Otis Fitch	10.00
Fruit	Otis Fitch	5.00
Jelly, Sugar, Flour	Grace Caple	1.00
Stand, Mirror	Grace Caple	.50

State of Indiana,
ss:
Allen County,

In the Allen Superior Court # 2.

In the Matter of the Estate
of John F. Fitch, deceased.
Belle Fitch, Administratrix.

Comes now the undersigned, administratrix of the estate of John F. Fitch, deceased and for her Final Report herein would show to the Court as follows:

She is chargeable with the following amounts, to wit:

Amount of Inventory,	$4,833.19.
Interest on Postal Savings Bonds,	13.00.
Interest on Savings acct.,	23.03.
A. A. A. payment	7.00.
Total charges,	$4,876.22.

She claims credit for the following amounts paid out and expended in the administration of said estate to wit:

Tax on property in De Kalb and Allen Counties,	$249.36.
C. L. Green, premium on bond,	58.00
Clerk Allen Circuit Court, costs,	22.00
Certified copies of letters,	3.00.
Gross Income Tax,	6.66.
Atkinson & Souders, attorney fees,	150.00.
Total credits,	489.02

Recapitulation.

Total charges,	$4,876.22
Total credits,	489.20.
Balance for distribution,	$4,387.20.

She would further show that said decedent died intestate leaving as his only heirs at law, His widow, Belle Fitch, and three children, to wit: Maurice Fitch, Otis Fitch and Grace Caple.

That she has therefore distributed said balance as follows:

Belle Fitch,	$1,795.73.
Maurice Fitch,	863.82.
Otis Fitch,	863.82.
Grace Caple,	863.82.
Total distributed,	$4,387.19.

She would further show that she did not sell the tangible property consisting of live stock and feed shown in her inventory for the reason the real estate was being cultivated by a tenant who owned a one half interest therein but that she has accounted to the heirs in the due course of business and has turned over the said tangible personal property in kind to the heirs at law and has accounted herein for said property at the appraised value thereof and file their receipts for the same.

She would further show that she has caused the Inheritance Tax to be determined and none was found to be due from any distributee; that she paid the Gross Income Tax on such property as was sold in the due course of agriculture in the sum of $6,68; that she has paid all claims and charges against said estate that have come to her knowledge including the costs of administration and that nothing remains to be done in the administration of said estate.

Therefore she asks that this her Final Report be approved and that she be discharged from further trust herein.

Administratrix.

State of Indiana, De Kalb County, ss:

Belle Fitch, being first duly sworn on her oath says she is administratrix of the estate of John [illegible]. Fitch, deceased; that the above and foregoing

Final report is true and correct as she verily believes.

Subscribed and sworn to before me this 19th day of April,1948.

Notary Public.

My commission expires Feb. 15th,1949.

Received from Belle Fitch, administratrix of the estate of John B. Fitch, deceased, the sum of Two Thousand Five Hundred Ninety-one and 46/100 (2,591.46) Dollars in cash and in tangible personal property at the appraised value thereof, being in full of our distributive share of said estate and to our full satisfaction.

Dated this 19th day of April, 1948.

Otis

PURCHASE AGREEMENT

Adopted by the Indiana Real Estate Association, Inc.
And for Use of Members only

Huntertown, Indiana June, 1971

The undersigned, hereinafter called purchaser, having inspected the premises and relying entirely for its condition upon his own examination hereby agrees to purchase from the owner through you as his broker the property known as (Specify street number and Legal Description): All that part of the north half of the north half of Section 4, Township 32 North, Range 12 East, Allen County, Indiana, lying north of the centerline of Fitch Road as now located, West of the right-of-way of the Fort Wayne and Jackson branch of the N. Y. Central Railroad (now Penn Central Railroad and formerly the Lake Shore and Michigan Southern Railroad), and East of the West Rd containing approximately 40 acres, more or less.

The property shall include the land, all appurtenant rights, privileges and easements, ~~and all buildings and fixtures in their present condition, including such of the following as are now on the property: All electrical, heating, plumbing, and bathroom fixtures, all window and door shades, blinds, awnings, screens, storm sash, curtain rods, TV antenna system, all landscaping, and~~

AND AGREES to pay therefor the sum of $250.00 per acre for total sum of about ten thousand Dollars ($10,000.00) on the following terms: Cash at Closing, subject to (1) purchaser obtaining about eighty percent financing at a local lending institution at reasonable rates, (2) approval under Allen County ordinances for purchaser to construct a new home, and (3) title approved by purchaser's attorney.

Two Hundred Dollars ($ 200.00) of said purchase price is hereby deposited as earnest money with ______ same to be refunded if the above offer is not accepted on or before June 10, 1971, or if the title to the above-described property is found defective and said defects cannot be remedied within a reasonable time.

Sellers shall pay 1970 taxes due in 1971 and May, 1971 taxes due in May, 1972 ~~shall be prorated as of closing date on a calendar year basis~~, and Purchaser shall pay all taxes thereafter.

In prorating taxes and rent, the amount shall be at the last known rate.

~~Purchaser requests ______ to issue fire and extended coverage insurance on improvements on above Real Estate in the amount of $______ with~~

At time of conveyance, as provided herein, owner shall deliver a warranty deed conveying to purchaser a good title to the property, free and clear of all liens and encumbrances, except (a) any mortgage assumed by purchaser, (b) restrictions and conditions of record, (c) zoning ordinances, if any, and taxes and assessments.

Within a reasonable time prior to delivery of deed, it shall be at the option of the owner to furnish abstract of title continued to a current date, or an owner's title insurance policy, equal to the amount of the purchase price, insuring title against all liens except liens of record ______

This transaction to be completed at the office of Seller's attorney on or about 30 days from date hereo

Possession and occupancy to be had on or before date of closing of this transaction

If any buildings or other improvements are substantially damaged or destroyed prior to the closing of transaction, Purchaser shall have the option (a) to receive the proceeds of any insurance payable in connection therewith, or (b) to terminate this agreement and have refund of the deposit above mentioned.

Upon acceptance, this offer shall become binding upon and inure to the benefit of purchaser and Seller and their respective heirs, executors, administrators, successors, and assigns, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no conditions, representations, warranties or agreements not stated in this instrument.

Present title holders: Charles A. Caple, Otis B. Fitch & Esther Fitch, H&W, Maurice Fitch

Title to be conveyed to: ¼ to Vaughn W. & Esther L. McClish, H&W, ¼ to Harold L. McClish nmarried; ¼ to Howard L. & Wava J. McClish, H&W, ¼ to Ronald D. McClish, unmarried.

Purchasers: Vaughn W. McClish R.1 Garrett, Ind Esther L. McClish Address: Date June 7, 1971
Harold L. McClish R.1 Garrett Ronald D. McClish RR1 Garrett, Ind
Howard L. McClish, Wava J. McClish 107 Oak Park Dr. Hicksville, Ohio 43526 Tel.

Vaughn W. McClish,
Duly authorized representative
of purchasers named above. R. R. #1, Garrett, Indiana Tel. 637-6981

DEPOSIT RECEIPT

Receipt is hereby acknowledged, as agent for owner, of $______ earnest money, subject to the terms of the above offer.

______ ~~Realtor~~

By______

ACCEPTANCE

______(Date)

~~Owner accepts the above offer and agrees to pay to ______ Realtor, the sum of $______ as commission for services rendered in this transaction.~~

Owners: Charles A. Caple Address:

Otis V. Fitch Esther Fitch Tel.

Maurice Fitch Tel.

(Note: Both husband and wife should sign acceptance.) Original to be retained by Selling Broker, copies to Buyer and Seller.

BARRETT, BARRETT & McNAGNY
LAWYERS
THIRD FLOOR LINCOLN BANK TOWER
FORT WAYNE, INDIANA
46802

JAMES M. BARRETT, JR.
MENTOR KRAUS
J. A. BRUGGEMAN
OTTO E. GRANT, JR.
WILLIAM F. McNAGNY
JAMES M. BARRETT III
J. MICHAEL O'HARA
MILES C. GERBERDING
PAUL S. STEIGMEYER

JOHN M. CLIFTON, JR.
P. MICHAEL MILLER
DOUGLAS E. MILLER
ROBERT S. WALTERS
ROBERT L. THOMPSON, JR.

JAMES M. BARRETT (1875-1929)

PHIL M. McNAGNY
OF COUNSEL

TELEPHONE 742-4301
AREA CODE 219

October 31, 1968

Mr. Otis Fitch
R.R. #1
Garrett, Indiana

Dear Mr. Fitch:

I am enclosing signed original and unsigned copy of an offer to purchase your real estate north of the Fitch Road and east of the railroad right-of-way. I have discussed this offer with Mrs. Caple several times after having talked with you and your brother and I will be most happy to talk with you and them about the offer at your convenience.

I am sending copies of the offer to both of them.

Sincerely,

James M. Barrett III

James M. Barrett III

B-III:ljc

Enclosures

State of Indiana,
ss:
Allen County,

In Allen Superior Court No. 2.

In the Matter of the Estate of
Belle Fitch,deceased.
Otis B. Fitch,Administrator.

Comes now Otis B. Fitch administrator of the estate of Belle Fitch,deceased and for his Supplemental Final Report would show to the court as follows:

1. Pursuant to the final decree herein on the 12th day of April,1954, directing this administrator to make distribution of the assets in his hands he did make such distribution as follows:

Grace Maple,	$3,492.73.
Maurica Fitch,	3,492.73.
Otis B. Fitch,	3,492.73.

and he attaches hereto receipts showing such distribution to said persons.

2. He would further show that as determined by the Final report and by the judgment of approval thereof the said decedent died intestate leaving as her only heirs at law,Grace Maple,Maurice Fitch and Otis B. Fitch and that as such heirs at law they are the owners as tenants in common of the undivided one half of the live stock remaining on hand and of the following described real estate situate in Allen County,Indiana,to wit:

All that part of the North thirty (30) rods of the Northwest Quarter (¼) of Section three (3), Township thirty two (32) North, Range twelve (12) East, in said Allen County, Indiana, lying west of the Nell Mill Race, containing 18.05 acres;

Also. the undivided one third of all that part of the following described parcel of real estate lying west of the Lake Shore and Michigan Southern Railroad Company, to-wit: The North one half (½) of Section four (4), Township 32 North, Range 12 East, in Allen County, Indiana, excepting the west 80 acres thereof.

3. He would further show that he has in all things carried out and performed all acts required of him by said final decree.

Wherefore he prays that this, his supplemental final report be

approved and that he be discharged and released from any further duties and liabilities herein as such administrator.

Otis B. Fitch

State of Indiana)
) SS:
De Kalb County)

Otis B. Fitch, being first duly sworn upon his oath says, thzt he is administrator of the Estate of Belle Fitch, deceased, and that the matters and things above set forth in the above report are true and correct as he verily believes.

Otis B. Fitch

Subscribed and sworh to before me this 17th. day of April, 1954.

Edgar W. Atkinson
Notary Public.

My Comm. Expires: Feb. 15, 1957.

Form Approved By
Allen County Indiana Bar Assn.
Fort Wayne Board of Realtors

AGREEMENT TO PURCHASE REAL ESTATE

DATE: October 31, 1968

Otis B. Fitch and __________ Fitch, his wife, Grace Caple and Charles A.
TO: Caple, her husband, and Maurice Fitch, unmarried OWNERS

I hereby agree to purchase from you for the sum of $75,000.00,
the real estate in Allen and DeKalb county, Indiana, ~~commonly known as~~ described on exhibit attached hereto and made a part hereof.,
~~the legal description of which is~~:

I will pay said sum of $75,000.00, for said property upon the following terms: $1,000 as an earnest money deposit at time of your accepting this offer and balance in cash at closing and delivery of warranty deed.

This Agreement to Purchase is made subject to the following terms and conditions:

1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in (~~May~~) (November), 1969, and all subsequent taxes, and I shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of ~~this Agreement to Purchase.~~ closing.

2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the dimensions thereof and the location of all improvements located thereon, as of the date hereof.

3. Prior to the execution of the (Warranty Deed) (~~Land Contract~~) you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. I will have said abstract examined by my attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by The Allen County Indiana Bar Association.

4. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements ~~and I obtain the necessary financing, if any, as hereinabove provided.~~ At said closing, you shall deliver to me a properly executed (Warranty Deed) (~~Land Contract~~) as hereinabove provided, (conveying) (~~contracting to convey~~) to me said real estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to me of said (Warranty Deed) (~~Land Contract~~). In the event said real estate and all improvements thereon cannot be (conveyed) (~~contracted to be conveyed~~) to me in substantially their present condition, usual wear and tear excepted, this agreement, at my election, shall not be binding upon me, and my earnest money deposited hereunder shall be returned to me without delay.

5. Possession of said real estate shall be delivered to me on or before closing. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be (pro-rated) (~~cancelled~~) as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to me.

6. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds,

drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, and fences, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

~~7. I hereby represent that I intend to use said real estate for ______ purposes, and this Agreement to Purchase is contingent upon such use being presently permitted.~~

8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

~~9. I hereby deposit with your Agent, ______, the sum of $______, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement to Purchase, I will deposit with your said agent additional earnest money in the sum of $______, all of which earnest money is to apply to the cash payment provided for at the time of the closing of this transaction.~~ If this Agreement to Purchase is not accepted in writing by you on or before the 16th day of November, 19 68, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purchase as agreed, my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

10. Exhibit attached hereto is a part of this Agreement to Purchase.

11. There are three signed copies of this offer, one or more of which may be signed by any of you, and together they shall be one instrument.

Buyer: ______ Buyer: ______

Address: ______ Address: ______

Phone: ______ Phone: ______

~~I, ______ Agent for the owner of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of $______ made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.~~

~~Dated this ______ day of ______, 19__~~

______

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof ______

Charles A. Caple   Otis B. Fitch

~~Grace Caple~~   ~~Fitch~~

Maurice Fitch:

~~and also agree to pay our said agent a commission of $______ which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.~~

~~Dated this ______ day of ______, 19__~~

~~Seller~~ ______ ~~Seller~~ ______

~~Address~~ ______ ~~Address~~ ______

~~Phone~~ ______ ~~Phone~~ ______

~~I, ______ Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of $______ made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.~~

~~Dated this ______ day of ______, 19__~~

______

EXHIBIT TO AGREEMENT TO PURCHASE REAL ESTATE

Dated October 31, 1968

The following provisions are a part of the attached Agreement to Purchase Real Estate:

1. The real estate covered by this Agreement is the following:

> That part of the northeast quarter of Section 4, Township 32 north, range 12 east, in Allen County, lying north of the center line of the Fitch Road and east of the right of way of the New York Central (formerly LS & MS) Railroad, and that part of the south 3/4 of the southeast quarter of Section 33, Township 33 north, range 12 east, in DeKalb County, Indiana, lying east of the right of way of said railroad (the foregoing description intending to describe all real estate owned by you in said two quarter sections which lies north of the center line of the Fitch Road and east of the right of way of said railroad); together with a perpetual, non-exclusive, unobstructed easement, for the benefit of the above-described real estate and each part thereof, upon and over the real estate occupied by said railroad right-of-way from the centerline of the Fitch Road on the south to the north line of said above-described real estate, for the purposes of ingress to and egress from the above-described real estate, and each part thereof, and of travel along said easement in any manner and for use for utility lines to serve the above-described real estate, which easement shall not be deemed abandoned by any lack of use thereof or by any act or failure to act by any owners of said above-described real estate except a written instrument signed by them releasing or abandoning said easement.

2. You shall cause the surveyor to prepare a proper legal description of the real estate based on the chain-of-title descriptions of the real estate and to locate on the ground

by proper permanent markers the west and north lines of the real estate.

3. The real estate shall be conveyed and warranted free and clear of all restrictions, liens, encumbrances, easements, claims and rights of occupancy or use except the following:
    A. Any existing farm lease covering any presently farmed field and having a term of not more than one year,
    B. Existing utility poles and lines and easements for them which are confined to the present locations of said poles and lines,
    C. Whatever rights said Railroad may now have in said right-of-way,
    D. Current taxes not delinquent, and
    E. Existing zoning restrictions, if they permit either residential or agricultural use.
4. Prior to delivery of possession to me there shall be no cutting or removal of trees or other vegetation (except farm crops), no removal of gravel or other material, no bulldozing or other grading or change of land contour (but farm plowing is permitted), no dumping, and no waste on any part of the real estate.
5. Your warranty deed shall convey the real estate to me and my wife by proper legal description and you shall give us customary closing affidavit at the closing.

James M. Barrett III

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

Otis Fitch and Esther Fitch, his Wife, Maurice Fitch and Charles A. Caple

To

Donald E. Shaw

This is a Contract for the sale of real estate herein described. This Contract in itself is not guaranty of merchantability of the title to the real estate. See your lawyer for an examination of this contract and supporting title evidence as provided in the contract, before you accept this contract.

FORM APPROVED BY
INDIANA STATE BAR ASSOCIATION

In WITNESS WHEREOF, the Seller and Buyer have executed this instrument in duplicate on this 9th day of July, 19 71.

Otis B Fitch
(Otis Fitch)

Esther Fitch
(Esther Fitch) SELLER.

(Charles A. Caple) SELLER

Maurice Fitch
(Maurice Fitch) SELLER

Donald E Shaw
(Donald E. Shaw) BUYER.

STATE OF INDIANA
COUNTY OF ALLEN } SS:

Before me, a Notary Public in and for said County and State, on this 9th day of July, 1971

personally appeared Otis Fitch and Esther Fitch, his wife, Maurice Fitch and Charles A. Caple

and also appeared Donald E. Shaw

and each acknowledged the execution of the above and foregoing Contract for Conditional Sale of Real Estate to be his and her voluntary act and deed.

WITNESS my hand and Notarial Seal.

Warren G Sunday
Notary Public

My commission expires: January 4, 1975

This instrument was prepared by Warren G. Sunday, Attorney, Auburn, Indiana
Member of DeKalb Co. *Indiana Bar Association*

MAIL TO:

COPYRIGHT ALLEN COUNTY INDIANA BAR ASSOCIATION, 1957

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

Otis Fitch and Esther Fitch,
his Wife, Maurice Fitch and
Charles A. Caple

To

Donald E. Shaw

This is a Contract for the sale of real estate herein described. This Contract in itself is not guaranty of merchantability of the title to the real estate. See your lawyer for an examination of this contract and supporting title evidence as provided in the contract, before you accept this contract.

FORM APPROVED BY
INDIANA STATE BAR ASSOCIATION

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE

THIS AGREEMENT, made and entered into by, and between Otis Fitch and Esther Fitch, his Wife; Maurice Fitch, and Charles A. Caple (hereinafter called "Seller"), and Donald E. Shaw (hereinafter called "Buyer"),

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate in Allen County Indiana, (hereinafter called "the Real Estate"):

Part of the North half of Section 4, Township 32 North Range R East (Perry Township) Allen County, Indiana, more particularly described as follows: Beginning at the Northeast corner of the Northwest quarter of said Section 4; thence East along the North line of the Northeast quarter of said Section 4, 845.8 feet to the West Right-of-Way of the Fort Wayne, Jackson and Saginaw Railroad, now the Pennsylvania Railroad; thence SouthWesterly, 1423.4 feet along the West Right-of-Way of said railroad to an iron pin on the Fitch Road marking the Northeast corner of the land owned by Bernard L. Drerup; thence Northwesterly along the North property line of Bernard L. Drerup and the North property line of Donald E. Shaw, to the centerline of the West road; thence Northeasterly along the centerline of the West road to a point on the North line of the Northwest quarter of said section 4; thence East on the North line of said Northwest quarter, to the place of beginning.
Buyer will furnish legal survey of said property prior to Warranty Deed, to be used in said Deed of conveyance.

upon the following covenants, terms and conditions:

I

The Purchase Price and Manner of Payment

1. The Purchase Price. As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of Ten Thousand Eighty Five and 00/100 Dollars ($10,085.00) without relief from valuation or appraisement laws, and with attorney's fees.

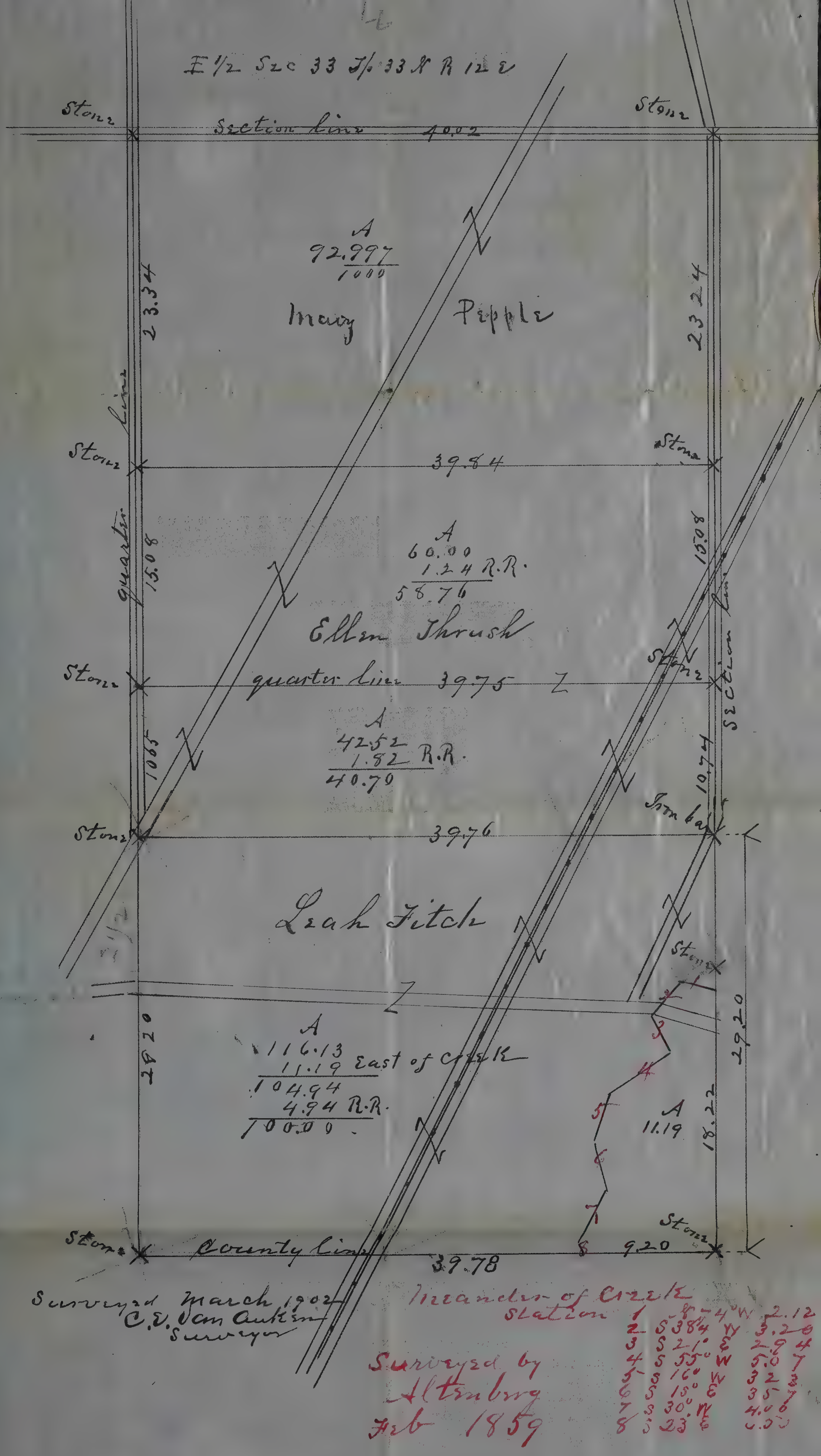
2. The Manner of Payment. The purchase price shall be paid in the following manner:

(a) The sum of Two Thousand Five Hundred Eighty Five and 00/100 ($2585.00) was paid by Buyer to Seller at the time of the execution and delivery of this instrument, and the receipt of such sum is hereby acknowledged by Seller.

(b) The sum of ________ shall be paid on the ____ day of each calendar month hereafter, until the remainder of said purchase price, with interest as herein provided, has been paid in full.

(c) The unpaid balance of the purchase price shall bear interest at the rate of ____ per annum, such interest to be computed ______, in advance, on ______ upon the principal sum unpaid at the beginning of such period The amount of interest so found due shall be deducted from the amount of aggregate payments made during the preceding period and the balance of the aggregate of such payments shall be credited against the principal due.

(d) All payments due hereunder shall be made to ________ or at such other place as Seller shall designate in writing.



Surveyed March 1902
C. E. Van Auken
Surveyor

Meander of Creek

Station			
1	S 4°	W	2.12
2	S 38¼	W	3.20
3	S 21°	E	2.94
4	S 55°	W	5.07
5	S 16°	W	3.23
6	S 15°	E	3.57
7	S 30°	W	4.06
8	S 23°	E	0.50

Surveyed by
Altenburg
Feb 1859

II

Prepayment of the Purchase Price

Buyer shall have the privilege of paying, at any time, any sum or sums in addition to the monthly payments herein required. It is agreed that no such prepayments, except payment in full, shall stop the accrual of interest on the amount so paid until the next succeeding computation of interest after such payment is made. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

III

Taxes, Assessments and Insurance

1. **Taxes.** Buyer agrees to assume and pay the taxes on the Real Estate beginning with the installment payable ____November 1972____ and all installments of taxes due and payable thereafter.

2. **Assessments.** Buyer agrees to pay all assessments for municipal or other public improvements completed after ____execution of Contract____.

3. **Insurance.** Buyer agrees to keep the improvements on said real estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. Such insurance shall be carried in a company or companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Seller during the continuance of this agreement.

4. If the Buyer fails to take out or pay for insurance provided for herein or to make any payment of taxes or assessments herein provided for him to pay, the Seller may, without notice, pay the same when due and add such amount to the principal of this contract, and such amount shall bear interest from the date of payment at the rate and in the manner provided for other principal of this contract, provided that the exercise of this right of payment by the Seller on any occasion shall not waive his right to declare a termination of this contract for failure to perform the same for any future failure to pay, nor shall any payment or payments thus made by Seller constitute an estoppel to declare a forfeiture of this contract for a subsequent failure to pay any other payment required of Buyer to be paid.

IV

Possession

Seller shall deliver to Buyer full and complete possession of the Real Estate ____ at time of Execution of this contract ____

After ____ days from date hereof Seller shall pay to Buyer $ ____ per day for each day Seller withholds possession of said premises from Buyer. Such payment, however, shall not serve to extend the date upon which possession must be delivered to Buyer. Buyer's right of possession shall continue so long as Buyer complies with all the terms and conditions of this agreement and perform all the covenants made by him in this agreement. All utilities shall be paid by Seller to the date possession is given.

V

Evidence of Title

The Seller ~~has furnished~~ will furnish Buyer with evidence of merchantable title to the Real Estate as of ____Warranty Deed * See additional covenants No. XI____ which evidence
(warranty deed) (date of continuation)
of title, if furnished herewith, it is agreed shows a merchantable title to the Real Estate of Seller as of the date hereof except, as to the following ____

____ ____. Any further title evidence shall be at the expense of the Buyer, provided, however, that the cost of additional title evidence necessitated by the acts or omissions of the Seller is to be borne by the Seller.

And the Seller covenants and agrees with the Buyer that upon the payment of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the Buyer of all his covenants and agreements herein made, that he, the Seller, will convey or cause to be conveyed to the Buyer, by Warranty Deed, the above described real estate subject to all taxes and special assessments and to all the other conditions herein provided.

VI

Seller's Right to Mortgage the Real Estate

Seller shall have the right to obtain, without Buyer's consent, a loan secured by mortgage on the Real Estate, and the right to renew any such mortgage loan. Seller agrees, however, that the balance due in respect of any such mortgage loan shall never exceed the unpaid balance of the purchase price due hereunder. If Seller encumbers the Real Estate by a mortgage, Buyer shall have the right to make any omitted payment or payments and to deduct the amount thereof from the next payment or payments due under this contract. Seller agrees, however, that he will pay any such mortgage loan when due or at such time as Buyer pays in full the unpaid purchase price hereunder.

VII

Assignment of Contract

The Buyer may not sell or assign this contract, the Buyer's interest therein, or the Buyer's interest in the Real Estate, without the written consent of the Seller, provided, however, any consent herein required shall not be unreasonably withheld, and provided that no assignment hereof shall operate to relieve either party from liability hereon.

VIII

Use of the Real Estate by Buyer's, Seller's Right to Inspection and Buyer's Responsibility for Injuries

1. **Use.** The Real Estate may ____ be rented, leased, or occupied by persons other than the Buyer. Buyer may make alterations, changes and make additional improvements ~~(only with)~~ (without) the written consent of the Seller having first been obtained. Buyer shall use the Real Estate and the improvements thereon carefully, and shall keep the same in good repair at his expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of the Buyer or of an assignee of the Buyer to obtain a lien or attachment against the Seller's interest herein. Buyer shall not commit waste on the Real Estate. In his occupancy of the Real Estate the Buyer shall comply with all laws, ordinances, and regulations of the United States of America, the State of Indiana, the County of ____Allen____ and the City of ____. In the event of the Buyer's breach of this covenant and a re-entry by Seller, the Buyer shall deliver the Real Estate and the improvements thereon to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. **Seller's Right of Inspection.** Seller shall have the right to enter and inspect the Real Estate and the improvements thereon at any reasonable time.

3. **Buyer's Responsibility for Accidents.** As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate and the improvements thereon.

IX

Seller's Remedies on Buyer's Default

Time Shall Be of the Essence of This Agreement.

In case of failure of the Buyer to make any of the payments as they become due, or any part thereof, or perform any of Buyer's covenants, this contract shall, at the option of the Seller, be forfeited and terminated and all payments theretofore made shall be retained by the Seller as rent for the use of said premises, and Seller shall have the right to re-enter and take possession of the premises aforesaid and, in addition, may recover any loss or damage which the Seller may sustain by reason of any default, or the Seller may sue and recover all of said purchase money which, at the option of the Seller, shall become immediately due and payable. All sums payable hereunder are payable with attorney fees, without relief from valuation or appraisement laws. The failure or omission of the Seller to enforce his rights upon any breach of any of the terms or conditions of this agreement shall not bar or abridge his rights upon any subsequent default.

Before the Seller shall take any legal action to cancel this contract, he shall first serve on the Buyer written notice of the default complained of and the Buyer shall have thirty (30) days from the posting or service of said notice to correct said default, provided, however ____Ten (10) days____ notice shall be required for the Buyer's default in payment of any monies agreed to be paid by the buyer herein.

Buyer agrees to pay the reasonable expense of preparation and delivery of any notice of default, including attorney fees if incurred.

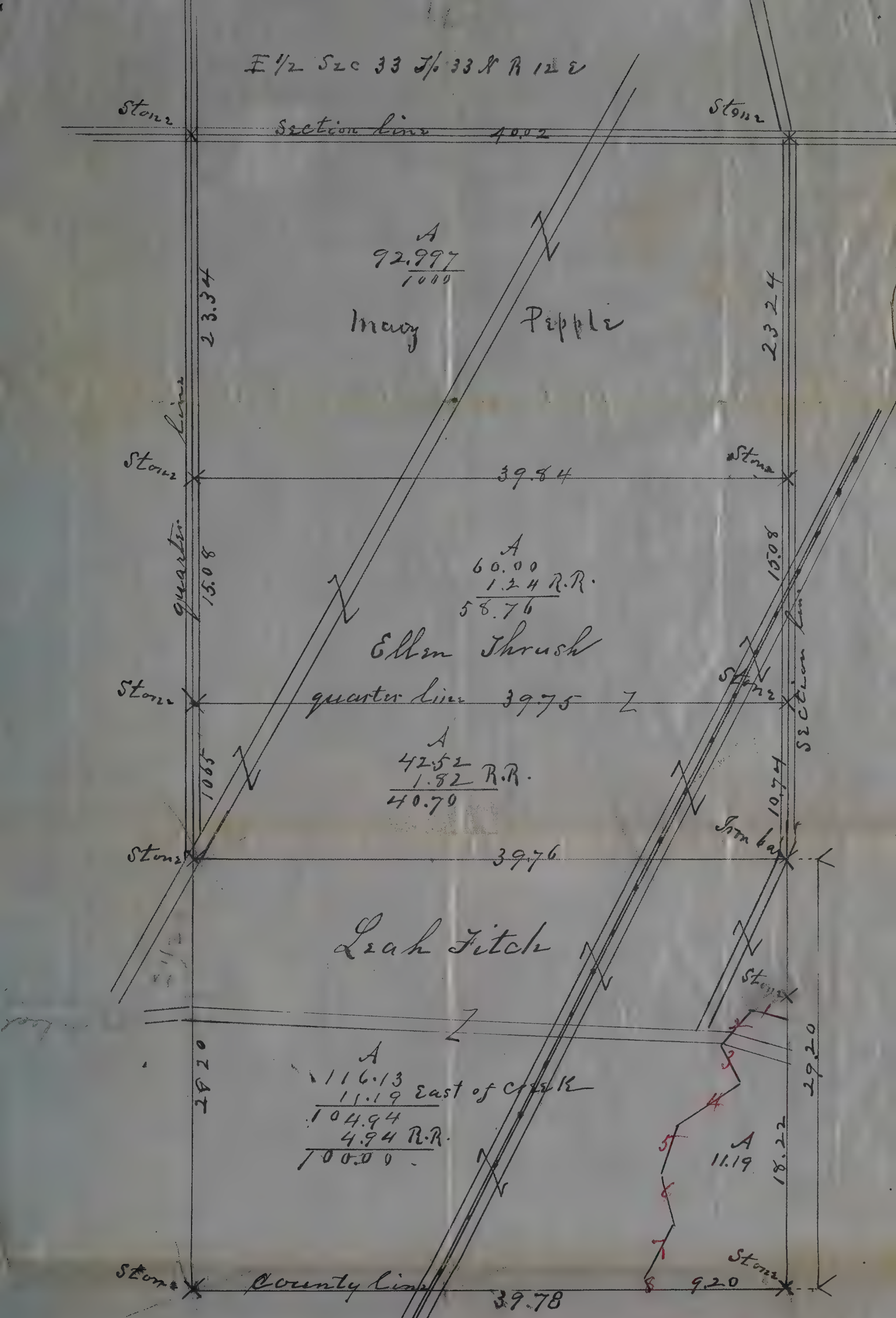
X

General Agreements of Parties

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns of the parties. When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter. Any notices to be given hereunder shall be deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to be notified at his last known address and deposited in a United States Post Office mail box postage prepaid.

XI

Additional Covenants



Surveyed March 1902
C. E. Van Auken
Surveyor

Meander of Creek

Station		
1	S 84° W	2.12
2	S 38¼ W	3.20
3	S 21° E	2.94
4	S 55° W	5.07
5	S 16° W	3.23
6	S 15° E	3.57
7	S 30° W	4.06
8	S 23° E	[illegible]

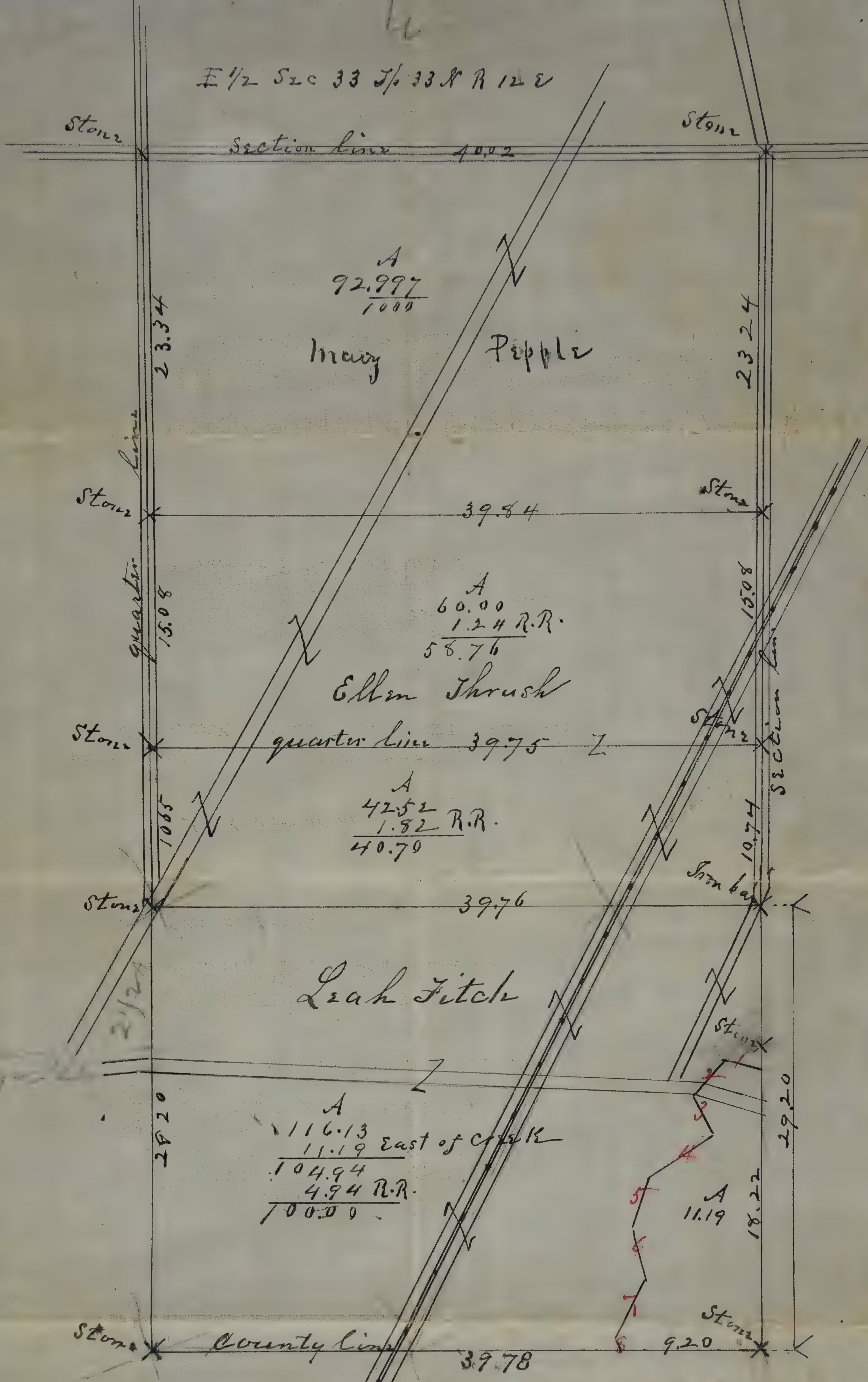
Surveyed by
Altenberg
Feb 1859

(b) The unpaid balance of said purchase price to-wit: $7500.00 shall be paid in the following manner to-wit: Six (6) equal payments of $1250.00 each and the first of said payments to be made on January 9th, 1972 and a like amount of $1250.00 each six (6) months thereafter until said purchase price, with interest as hereinafter provided, has been paid in full.

(c) The unpaid balance of the purchase price shall bear interest at the rate of 7½% per annum, such interest to be computed each six (6) months or semi-annually in advance upon the principal balance unpaid at the beginning of suchperiod. Said interest to be in addition to the principal payments hereinabove mentioned and the first of said interest payments shall be due on January 9th, 1972 and each six (6) months thereafter until said principal purchase price has beenpaid in full.

(d) All payments due hereunder shall be made to Seller at their residence or at such other place as Seller shall designate in writing.

In the event said Buyer desires to develop any of said premises during the term of this contract and sell the same then in that event said Seller hereby agrees to convey by Warranty Deed to said Buyer so much of the property as is proporinate to the sums of money paid on the purchase price. In such event Seller will at that time furnish an abstract of title brought to date at Seller's expense, provided however, that said Buyer shall pay any additional abstract expense should Buyer be requested to furnish separate abstracts to any prospective purchaser from said Buyer.



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Meander of Creek

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Surveyed by
Altenberg
Feb 1859

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KORTE BROS.

217 West Main Street Phone 2433

We Carry a Complete Line of

AUTOMOBILE SUPPLIES, OILS and TIRES

MONROE W. FITCH & SONS

If you can buy a slice of the earth in Allen County of—

MONROE W. FITCH & SONS

THE EARTH & INSURANCE MEN

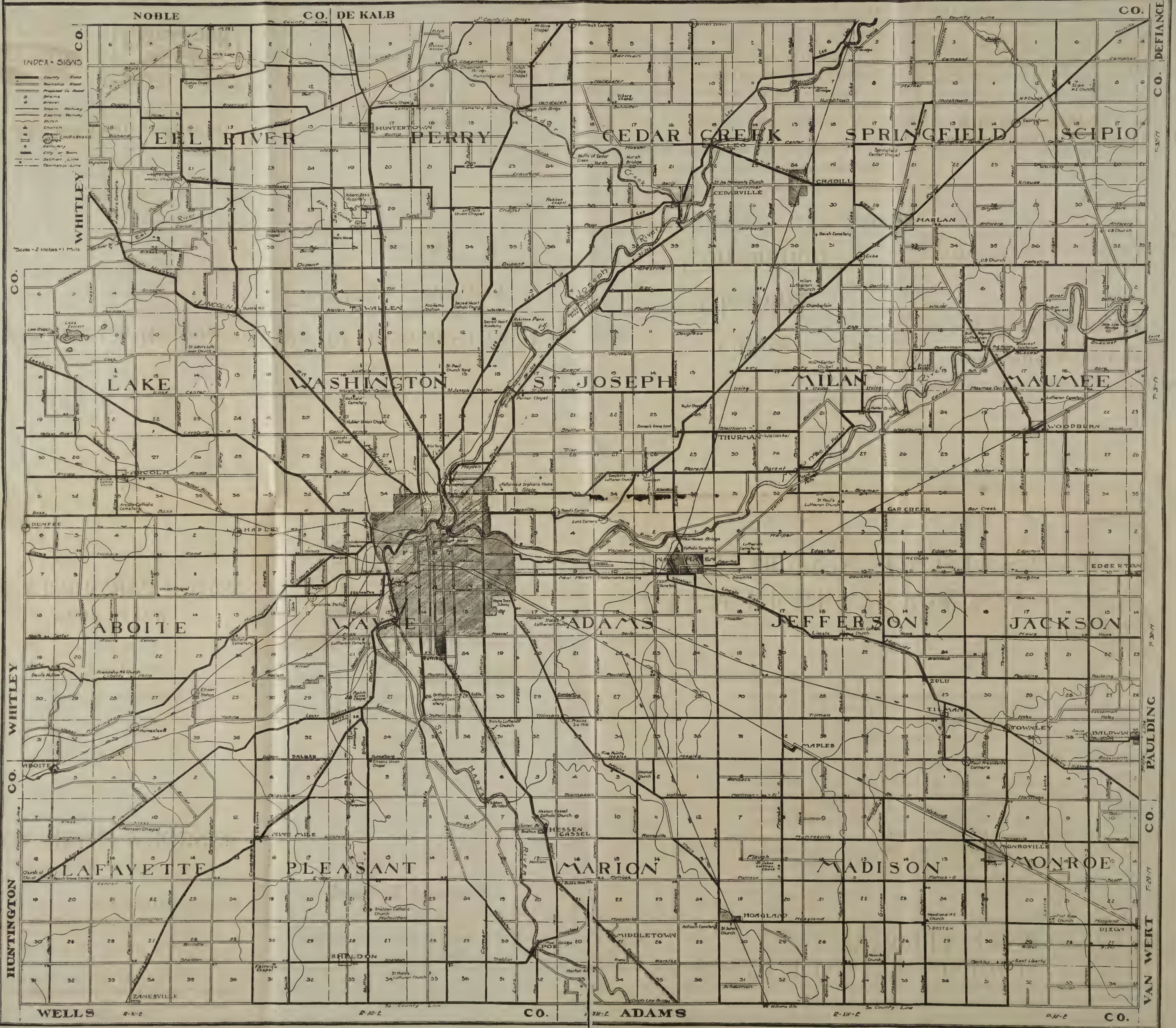
—it will "grow dollars" and grow in value every year.

They will write your Cyclone Insurance and Insurance of all kinds. Cash for Liberty Bonds.

Phones 1360-1361

MAP OF ALLEN-COUNTY ROADS
INDIANA

Map Showing County Highways and Township Roads



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Money is loand on all Indiana land at 6% by The Lincoln National Life Insurance Company. Lincoln Life Building. Fort Wayne, Indiana.

The Housewife
Appreciates a
Labor Saving Device

You're Taking
125 steps too many
Each Me

Buy a Real Kitchen Cabinet

Have Shorter Kitchen Hours—Do Less Drudging!

Four Stores

D. N. FOSTER
FURNITURE CO.
Opp. Court House—East Side

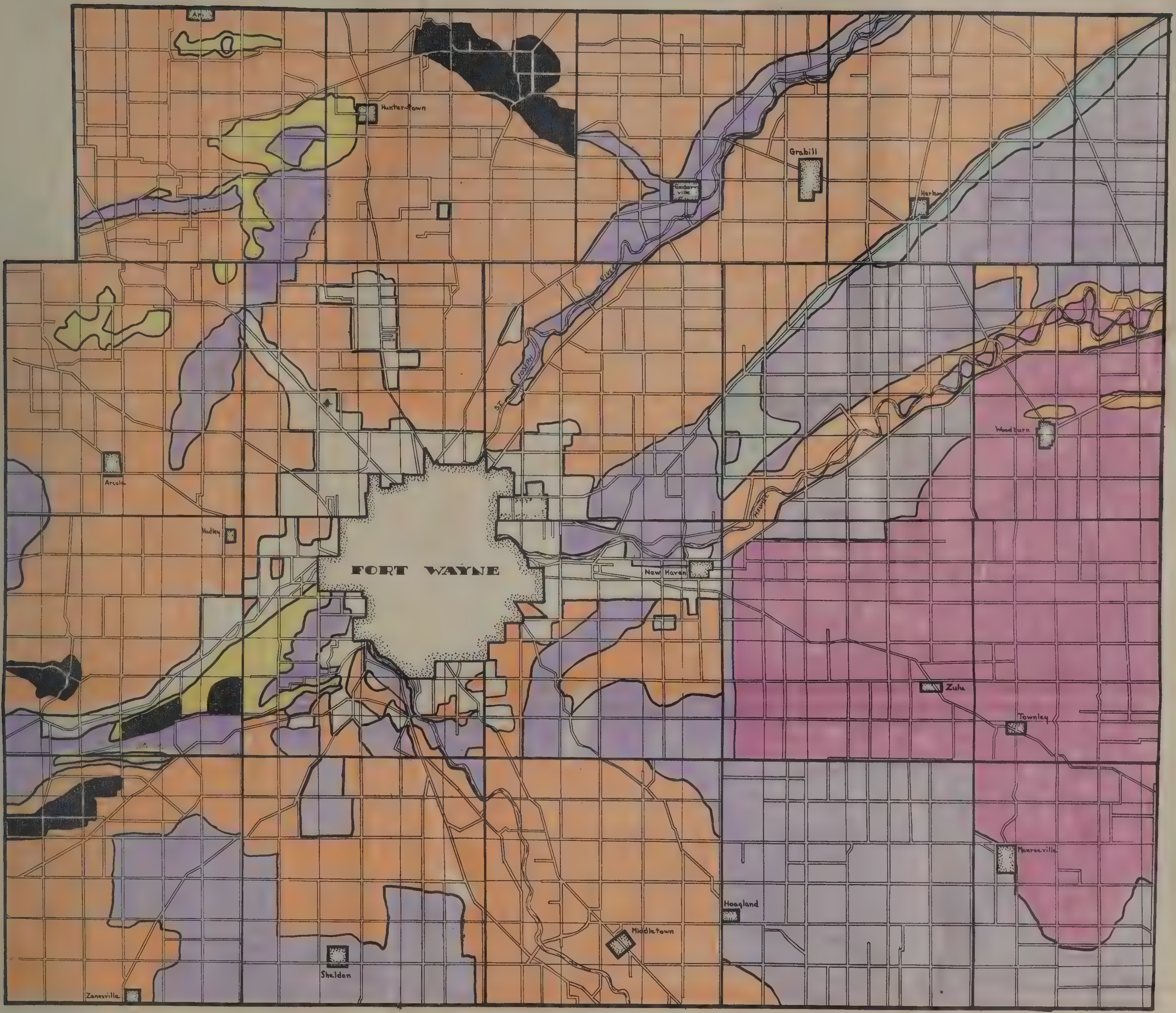
Half Century Store

Somers & Kennerk
LAWYERS

Suites 508-511 Lincoln Life Building
Fort Wayne, Indiana

ALLEN COUNTY, INDIANA

PRELIMINARY LAND USE MAP



PREPARED BY ALLEN COUNTY LAND USE PLANNING COMMITTEE

AREA			ACREAGE			RECOMMENDATION
	☐	Cities and Towns.	13,410	OR	3.17%	No change.
A	■	Unsuited to Agriculture.	5, 246	OR	1.24%	Recreation and Wild Life.
B	☐	Not in farms.	21, 025	OR	4.97%	No change.
E₁	🟪	Cash crop area.	57, 914	OR	13.69%	88% Crop land. Crop land use:-30% Corn, 33% Small grains, 34% Grass, 3% Special crops.
E₂	🟪	Level to undulating General farming area.	99, 668	OR	23.56%	80% " " " " " 25% " 40% " " 32% " 3% " "
E₃	🟧	Level to rolling. General farming area.	212, 408	OR	50.21%	68% " " " " " 20% " 35% " " 45% " 0% " "
E₄	🟦	Potato Area.	5, 754	OR	1.36%	87% " " " " " 20% " 37% " " 35% " 8% " "
E₅	🟨	Muck area.	7, 615	OR	1.80%	85% " " " " " 35% " 2% " " 13% " 50% " "

COLOR REPRODUCTION BY BUREAU OF AGRICULTURAL ECONOMICS

The Summit City Restaurant

"The Place to Eat"

Open at all Hours

East Wayne Street — Fort Wayne, Indiana

Reliable and Painless Dentistry

Our Crown and Bridge Work is not Excelled in the World
The Best 22K Gold is Used in All Work.

Have impression taken in the morning; get teeth the same day. Examination and advice free. Established for years—here to stay. Car fare allowed 25 miles.

Open daily until 6 and Saturday evenings till 8 o'clock; Sundays 9 to 1 p. m.

Phone 3415

N 4664

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OUR X-RAY DEPARTMENT!

Our X-Ray outfit can do things that the human hand could never accomplish.

NEW YORK PAINLESS DENTISTS

LADY ATTENDANT—2nd FLOOR IN ODD FELLOWS BUILDING

Corner Calhoun and Wayne Streets — Fort Wayne, Indiana

Reliable Abstracts

DREIBELBISS ABSTRACT
—OF—
TITLE COMPANY

729 Court St. — Fort Wayne, Indiana
Telephone 516

A. GUY EMRICK
SURGEON DENTIST

Office: 822 Calhoun St. — Telephone 1170
Residence: 1127 Lake Ave. — Telephone 1704

DR. CARL B. LINDEMUTH
DENTIST

818½ Calhoun St. — Fort Wayne, Indiana

MRS. HOUSEKEEPER—

It will pay you to get acquainted with the

Chase
Cleaning
Corporation

122 West Wayne Street — Phone 2145

We are cleaners of domestic and oriental rugs, carpets, window shades, upholstered furniture, automobiles and wall paper.

All Work Guaranteed

"Let Chase chase your rugs over to the Chase Cleaning Corporation and have Chase chase the dirt out of them."

Night 4727 - - PHONES - - Day 4727

Reliable Bus and Baggage Service

Fort Wayne

"We Come When You Call"

We Will Take You Any Place at Any Time

Prompt Service Reasonable Rates Careful Drivers

Money Loaned on Farms for Long Periods

LOWER THAN LOCAL RATES

JOHN C. CAPRON

218 and 219 Shoaff Building

Fort Wayne, Indiana

PARTIAL Payments are Accepted AT ANY TIME. Interest stops at once, when Payment is made. 5 or 10 years.

MAKE OUR STORE YOUR HOME WHILE IN FORT WAYNE

Check Your Parcels and Packages Here Free

Conveniently located, absolutely dependable, and free—these three points make the parcel checking service of the D. & N. the most popular in Fort Wayne. Take advantage of it the next time you are in town.

Telephone and Mail Orders Given Prompt Attention

It is our inflexible policy to give all orders received by mail or telephone the most prompt and careful attention. So, the next time you find it inconvenient to come in person to take advantage of some D. & N. attraction, make use of this service.

Our Cut Rates Save You Money

Why pay more some other place when the D. & N. sells to you dependable, standard articles at cut rates? Thrifty shoppers know that they can make real savings on hundreds of standard articles, necessary for immediate use or future needs. Watch our newspaper ads.

The Constant Buying Here Insures You of Freshness

Because the many hundreds of people that are constantly supplying their drug needs at the D. & N. our stock never has time to grow stale, but is continually replenished with fresh, guaranteed goods which always bring complete satisfaction.

Reliable Cut Rate Drug Store at the Transfer Corner

D. & N. PHARMACY

"The Busiest Drug Store in Fort Wayne"

IS THERE A MORTGAGE ON YOUR PROPERTY?

Suppose you are called by death—might not there be a foreclosure and the property you have labored to acquire be lost to your family?

It is not necessary to live in the shadow of such a dread.

There is an easy way out. For a slight increase in the interest rate you can have the amount of the mortgage covered by insurance on your life so that in event of your death the property will not be lost. The insurance money will pay the mortgage so that the property will be saved for your dear ones.

In addition you secure that high grade service, which pays all claims with unrivaled dispatch, if you "Link Up With The Lincoln."

THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY

"Its Name Indicates Its Character."

Lincoln Life Building, — Fort Wayne, Indiana

More than $115,000,000 of Insurance in Force.

The Housewife Appreciates a Labor Saving Device — You're Taking 125 steps too many Each Meal!

Buy a Real Kitchen Cabinet

Have Shorter Kitchen Hours—Do Less Drudging!

Four Stores — D. N. FOSTER FURNITURE CO. Opp. Court House—East Side — Half Century Store

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Suites 508-511 Lincoln Life Building
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MOTOR CAR SUPPLY CO.

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THE EARTH & INSURANCE MEN

—it will "grow dollars" and grow in value every year.

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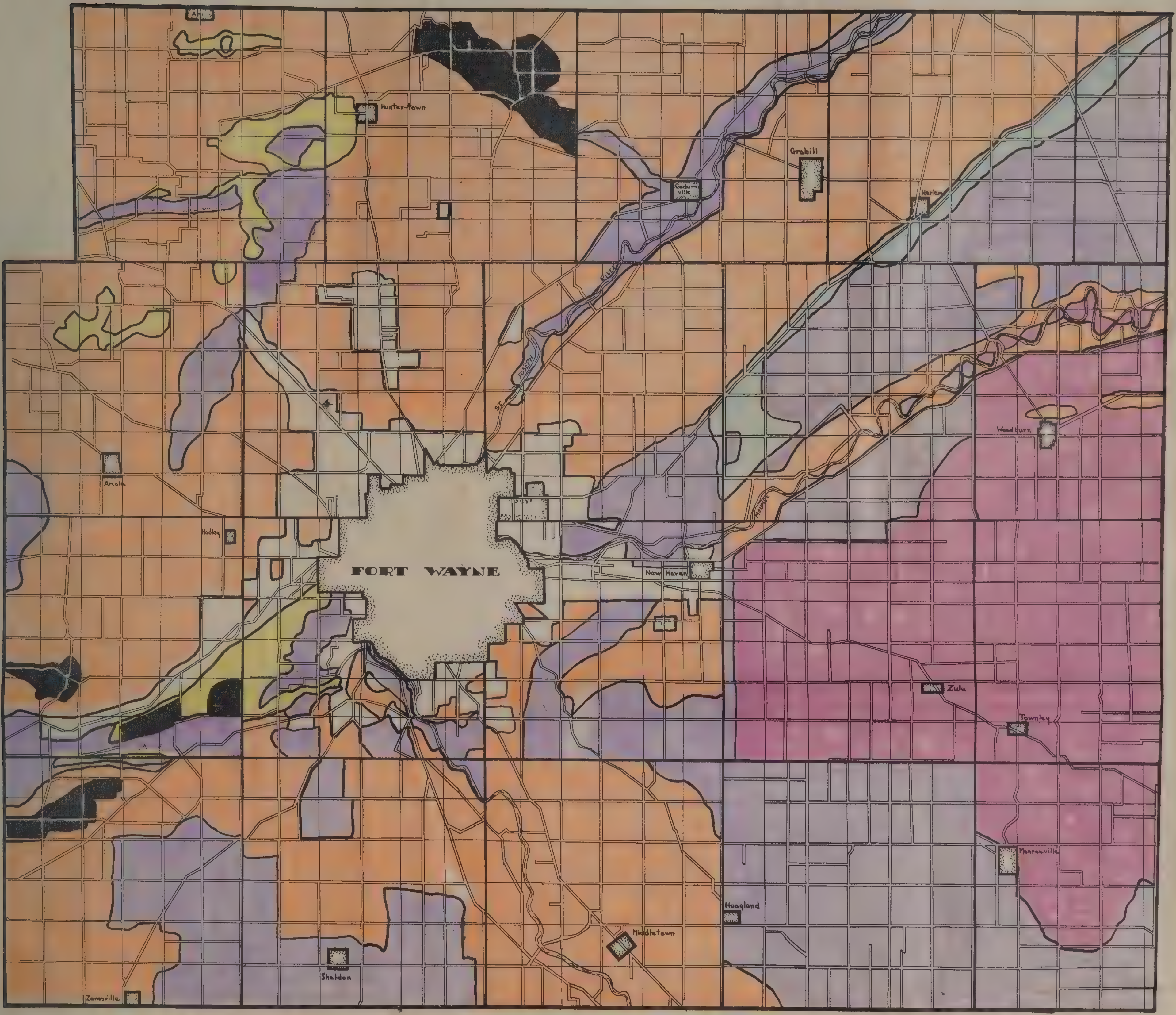
Phones 1360-1361

ALLEN COUNTY, INDIANA

PRELIMINARY LAND USE MAP



PREPARED BY ALLEN COUNTY LAND USE PLANNING COMMITTEE

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B ☐ Not in farms.	21,025 OR 4.97%	No change.
E₁ ▨ Cash crop area.	57,914 OR 13.69%	88% Crop land. Crop land use:-30% Corn, 33% Small grains, 34% Grass, 3% Special crops.
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E₅ ▨ Muck area.	7,615 OR 1.80%	85% " " " " " 35% " 2% " " 13% " 50% " "

COLOR REPRODUCTION BY BUREAU OF AGRICULTURAL ECONOMICS

STATE OF INDIANA,DEKALB COUNTY,SS:

THE STATE OF INDIANA, TO THE SHERIFF OF DEKALB COUNTY - GREETING:

You are hereby commanded to summons Schuyler Fitch to appear before the Judge of the DeKalb Circuit Court sitting in chambers in the Court Room in the Court House in the City of Auburn, DeKalb county, Indiana, on the 27th day of September, 1905, to answer the complaint of The Toledo & Chicago Interurban Railway Companyand show cause why the said The Toledo & Chicago Interurban Railway Company should not appropriate and condemn for the purposes of a right of way upon which to construct, maintain and operate its railroad tracks, the following described real estate in DeKalb County, Indiana, towit:

A certain strip of land situate in the northeast quarter of the southwest quarter of of section 33, township 33 north, of range 12 east, in DeKalb county, Indiana, bounded by a line beginning on the north and south quarter line of said section 33 at a point that is 18 feet southeasterly from the center line of the angling road known as the Fort Wayne and Auburn road measuring at right angles with the center line of said Fort Wayne and Auburn road, and running thence south, 27 degrees and 7 minutes west, parallel with and 18 feet distant from the center line of said Fort Wayne and Auburn road, 705 feet, to the center line of the east and west road running through the south half of said section 33; thence east to a point that is 53 feet distant from the center line of said Fort Wayne and Auburn road, measuring at right angles with said center line; thence northeasterly parallel with and 53 feet distant from the said Fort Wayne and Auburn road, to the said north and south quarter line of said section 33; thence north on said quarter line to the place of beginning; which said described strip of land plaintiff seeks to appropriate for the use of its railroad for right of way purposes only; and of this writ make due return.

WITNESS, CHARLES A. JENKINS, CLERK of said Court,
and the Seal thereof hereunto affixed at Auburn,
this 16th day of September, 1905.

Chas. A. Jenkins, Clerk
DeKalb C.C.

I hereby certify that the above is a true copy of the original summons.

James H. Reed Sheriff.

#7503.

T. & C. I. Ry Co.

vs.

Scuyler Fitch et al,

Notice to Scuyler Fitch.

F.L. Welsheimer
atty for R'ly

JOHN MARTIN SMITH
ATTORNEY AT LAW
110 WEST EIGHTH STREET
AUBURN, INDIANA 46706

AREA CODE 219
TELEPHONE 925-4560

January 16, 1970

Albert J. Custer, Esquire
Attorney at Law
110 South Main Street
Ligonier, Indiana 46767

Re: Real Estate owned by Grace V. Coble, Otis B. Fitch, and Maurice Fitch in Allen County, Indiana; Easement of Noble County Rural Electric Membership Corp.

Dear Al:

Mr. Barrett and I very much appreciate the courtesies extended to us by you, Mr. Schlotterback, and the Noble County Rural Electric Membership Corp. Board of Directors at the meeting held at seven-thirty (7:30) P.M., January 13, 1970.

We would appreciate either you or Mr. Schlotterback forwarding to us the results of the Noble County Rural Electric Membership Corp. engineer's investigation of the real estate in question and a legal description as to the present locations of your poles. As soon as we receive this, either Mr. Barrett or myself will draft a proposed agreement modifying the present blanket easement, which, hopefully, will be mutually agreeable to everyone concerned. We would hope that this could be accomplished enough time prior to the February 3, 1970, meeting that we might again present the matter to the Board.

At the time Mr. Barrett and I met with the Board, it had not occurred to either of us that the easement in question was granted only by John B. Fitch et ux. At the time the easement was granted and until his death, John B. Fitch only had a life estate in the real estate

in question. This life estate was granted by Mathias Fitch and Frances Fitch, his wife, by a deed dated December 7, 1914. I am enclosing a copy of this deed herewith. You will note that the conveyance is to "John B. Fitch, for and during his natural life and upon his death to his children." There is also a life estate reserved in the Grantors. At the time the easement was granted, both of the Grantors were deceased. The children of John B. Fitch are my clients, Grace F. Caple, Otis S. Fitch, and Maurice Fitch.

In light of the foregoing and enclosed, it could be argued that the easement granted to the Noble County Rural Electric Membership Corp. was estinguished upon the death of John B. Fitch. We do not necessarily presently take this position, but feel that it is a relevant factor in our discussions. I do feel that it would be in the best interest of everyone concerned to enter into an agreement whereby the easement is limited to the present location of the poles.

I will look forward to hearing from you.

Very truly yours,

John Martin Smith

JMS:kk
Encl.
cc: Franklin D. Schlotterback, Manager
Noble County Rural Electric Membership Corp.
Albion, Indiana

James M. Barrett, III
Barrett, Barrett, & McNagny
Lawyers
Third Floore
Lincoln Bank Tower
Fort Wayne, Indiana 46802

Mr. Otis Fitch
Rural Route 1
Garrett, Indiana 46738

Fort Wayne, Indiana
April ~~1~~7, 1967

SETTLEMENT

Sale of 15.00 acres @ $250.00 per acres

SELLERS: Grace Caple, and Charles Caple,
her husband,
Maurice Fitch, unmarried
Otis B. Fitch and Esther Fitch, his wife

BUYERS: Bernard L. Drerup and Eleanor C. Drerup,
husband and wife,

SELLING PRICE - - - - - - - - - - - - - - - - - - - $3750.00

Revenue Stamps will be affixed by the Seller

Grace Caple

Otis B. Fitch

Maurice Fitch

Bernard L. Drerup

Eleanor C. Drerup

CHARLES E. DARE
ATTORNEY AT LAW
STANDARD BUILDING
FORT WAYNE, INDIANA
46802

April 13, 1967

Mr. Otis B. Fitch
R. R. # 1
Garrett, Indiana

Dear Mr. Fitch:

Enclosed find check #254957 Peoples Trust and Savings Company in the amount of $3750.00, Bernard L. Drerup, remitter, representing purchase price of the 15 acre tract purchased by him from you folks @ $250.00 per acre.

You will note that this check is payable to me as attorney and I have endorsed it over to the three owners of the real estate.

We regret the delay caused by the Drerup misunderstanding last week.

Very truly yours,
Charles E Dare
CHARLES E. DARE

D/f
Encl.

Registered Mail

SETTLEMENT

Fort Wayne, Indiana
April 7, 1967

Sale of 23.21 acres @ 250.00 per acre

Sellers:

Grace Cade and Charles Caple, her husband
Maurice Fitch, unmarried,
Otis B. Fitch and Esther Fitch, his wife

BUYERS: Donald E. Shaw and Judith A. Shaw,
husband and wife

SELLING PRICE - - - - - - - - - - - - - - - - - $5802.50

Revenue stamps will be affixed to deed
by the Sellers - - - - - - - - - - - - - $6.60

Grace Caple
Grace Caple

Otis B Fitch
Otis B. Fitch

Maurice Fitch
Maurice Fitch

Donald E Shaw
Donald E. Shaw

Judith A. Shaw
Judith A. Shaw

Form Approved By
Allen County Indiana Bar Assn.
Fort Wayne Board of Realtors

AGREEMENT TO PURCHASE REAL ESTATE

DATE: October 31, 1968

TO: Otis B. Fitch and _________ Fitch, his wife, Grace Caple and Charles A. Caple, her husband, and Maurice Fitch, unmarried OWNERS

I hereby agree to purchase from you for the sum of $75,000.00, the real estate in Allen and DeKalb county, Indiana, ~~commonly known as~~ described on exhibit attached hereto and made a part hereof, ~~the legal description of which is~~:

I will pay said sum of $75,000.00, for said property upon the following terms: $1,000 as an earnest money deposit at time of your accepting this offer and balance in cash at closing and delivery of warranty deed.

This Agreement to Purchase is made subject to the following terms and conditions:

1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in (~~May~~) (November), 19 69, and all subsequent taxes, and I shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of ~~this Agreement to Purchase.~~ closing.

2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the dimensions thereof and the location of all improvements located thereon, as of the date hereof.

3. Prior to the execution of the (Warranty Deed) (~~Land Contract~~) you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. I will have said abstract examined by my attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by The Allen County Indiana Bar Association.

4. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements ~~and I obtain the necessary financing, if any, as hereinabove provided.~~ At said closing, you shall deliver to me a properly executed (Warranty Deed) (~~Land Contract~~) as hereinabove provided, (conveying) (~~contracting to convey~~) to me said real estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to me of said (Warranty Deed) (~~Land Contract~~). In the event said real estate and all improvements thereon cannot be (conveyed) (~~contracted to be conveyed~~) to me in substantially their present condition, usual wear and tear excepted, this agreement, at my election, shall not be binding upon me, and my earnest money deposited hereunder shall be returned to me without delay.

5. Possession of said real estate shall be delivered to me on or before closing. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be (pro-rated) (~~cancelled~~) as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to me.

6. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds,

drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, and fences, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

~~7. I hereby represent that I intend to use said real estate for ____________ purposes, and this Agreement to Purchase is contingent upon such use being presently permitted.~~

8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

~~9. I hereby deposit with your Agent, ____________, the sum of $____________, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement to Purchase, I will deposit with your said agent additional earnest money in the sum of $____________, all of which earnest money is to apply to the cash payment provided for at the time of the closing of this transaction.~~ If this Agreement to Purchase is not accepted in writing by you on or before the 16th day of November, 1968, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purchase as agreed, my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

10. Exhibit attached hereto is a part of this Agreement to Purchase.

11. There are three signed copies of this offer, one or more of which may be signed by any of you, and together they shall be one instrument.

Buyer:	Buyer: James M
Address:	Address:
Phone:	Phone:

~~I, ____________, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of $____________, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.~~

~~Dated this ____ day of ________, 19__~~

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof

Charles A. Caple	Otis B. Fitch
Grace Caple	Fitch

Maurice Fitch:

~~and also agree to pay our said agent a commission of $____________, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.~~

~~Dated this ____ day of ________, 19__~~

~~Seller:~~	~~Seller~~
~~Address:~~	~~Address:~~
~~Phone:~~	~~Phone:~~

~~I, ____________, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of $____________, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.~~

~~Dated this ____ day of ________, 19__~~

EXHIBIT TO AGREEMENT TO PURCHASE REAL ESTATE

Dated October 31, 1968

The following provisions are a part of the attached Agreement to Purchase Real Estate:

1. The real estate covered by this Agreement is the following:

> That part of the northeast quarter of Section 4, Township 32 north, range 12 east, in Allen County, lying north of the center line of the Fitch Road and east of the right of way of the New York Central (formerly LS & MS) Railroad, and that part of the south 3/4 of the southeast quarter of Section 33, Township 33 north, range 12 east, in DeKalb County, Indiana, lying east of the right of way of said railroad (the foregoing description intending to describe all real estate owned by you in said two quarter sections which lies north of the center line of the Fitch Road and east of the right of way of said railroad); together with a perpetual, non-exclusive, unobstructed easement, for the benefit of the above-described real estate and each part thereof, upon and over the real estate occupied by said railroad right-of-way from the centerline of the Fitch Road on the south to the north line of said above-described real estate, for the purposes of ingress to and egress from the above-described real estate, and each part thereof, and of travel along said easement in any manner and for use for utility lines to serve the above-described real estate, which easement shall not be deemed abandoned by any lack of use thereof or by any act or failure to act by any owners of said above-described real estate except a written instrument signed by them releasing or abandoning said easement.

2. You shall cause the surveyor to prepare a proper legal description of the real estate based on the chain-of-title descriptions of the real estate and to locate on the ground

Aug 26, 1968

Received of Otis Fitch, and others the abstracts for 18½ acres of N.W. ¼ of Sec 3 Twp 32, Range 12 E. lying W of Kells Mill Race and the abstract for one acre, in West side N.W. ¼ Sec 3. Twp 32 Range 12 East.

Purchase price for above is $12.000. cash!

Total $12.000 (Twelve Thousand) due upon the closing of 40 acres on Old Auburn Rd.

Paid one hundred dollars earnest money to Otis Fitch.

Roma Appel
Irving Appel
637-3987

THIS ARTICLE OF AGREEMENT, Made and entered into this 19th day of September A.D. 1918, by and between Matthias Fitch, Huntertown of Allen County, Indiana of the first part and Frederick Boerschel of Clarksville, Iowa of the second part, WITNESSETH, That the party of the first part, in consideration of the agreements and covenants hereinafter made by the party of the second part, has this day leased unto the party of the second part, the following described premises, situated in the county of Butler, and State of Iowa, to-wit:

The Southwest quarter (1/4) of Section one (1)
Township ninety-three (93) North of Range sixteen
(16) West,

for the term of one (1) year together with all the buildings and improvements on the same from the 1st day of January 1919 to the 1st day of January 1920 including both of said days.

And in consideration of the foregoing, the party of the second part covenants and agrees that he will, during the term of this lease occupy and use said premises as a farm and for no other purpose whatever, and that he especially will not use said premises, or permit the same to be used, for any unlawful business or purpose; that he will not sell, assign, underlet or relinquish the said premises, without the written consent of the lessor, that he will cultivate said land in a good and husbandlike manner; that he will carefully and faithfully guard and protect the said premises, with the buildings, gates, fences, trees, vines, shrubbery etc. and especially the crops which he may raise or grow thereon, from all damages by fire and the depredations of animals; that he will keep the buildings, glass, fences, etc. in as good repair at the same now are or may at any time be placed in by the lessor; as often as the same shall require it, damage by superior force, inevitable necessity, or fire from any other cause than the carelessness of the lessee, or persons of his family, or in his employ excepted; that he will haul out and properly scatter on said place all the manure now accumulated thereon and, so far as the weather and proper attention to the crops on said land will permit, all the manure which may accumulate on said place during the term of this lease; that he will at least once each season after harvest mow all the sloughs and uncultivated portions of said lands, including all fence rows and corners and all the roads and lanes running upon, through or adjacent to said premises, and will at all times keep said sloughs, fence rows, fence corners, roads and lanes and all cultivated portions of said land, free from rank weeds and grass; that he will burn none of the straw raised on said land, but stack the same on as small a space as possible on said place as directed by lessor; that he will thresh all small grain raised on said place as soon as it is possible and safe, after harvesting the same, giving lessor due notice of the threshing and husk and crib all corn raised thereon before the 31st day of December in each year, and properly care for all crops in their season; that he will at all times allow the lessor, his agent or his assignees, to have free access to said premises, for the purpose of observing the crops growing thereon, and the conduct

of the lessor in cultivating said land and in caring for said crops and improvements thereon; and also for the purpose of removing therefrom at any time lessor's share of said crops as hereinafter stipulated; also to allow lessor, his agents, grantees or lessees, to enter upon said land or part thereof, as soon as the crops are removed therefrom, for the purpose of plowing and making other improvements in the fall before the lease expires, provided the lessee shall suffer no material damage or inconvenience therefrom.

And in further consideration of this lease, the party of the second part hereby agrees to pay the party of the first part the yearly rental of Eight Hundred Dollars ($800.00) payable as follows: Four Hundred Dollars ($400.00) on or before the 1st day of October 1919, and Four Hundred Dollars ($400.00) on or before the 1st day of December 1919, without interest until after maturity.

It is understood that the said lessor shall have in addition to the lien given him by law a lien upon the term of this lease and a lien upon all the property of the said lessee used or situated upon the leased premises, whether said property is exempt from execution or not, for the whole amount of said rent agreed to be paid by this lease, and in default of payment said lessor may levy upon said term or said property and sell it to pay the rent.

And it is further agreed that if the lessee shall fail to pay said rent at times herein stipulated, or shall make default in any of the covenants herein contained, he shall forfeit all his right under this lease, and the lessor by himself or agent, may at his option, take immediate possession of said premises, or may recover such possession by action of forcible entry and detainer, as provided by law; and that at th expiration of this lease, he will without further notice of any kind, quit and surrender the occupancy and possession of said premises in as good condition as they now are or may at any time be placed in during this lease, reasonable wear and damage by fire as aforesaid, superior force or inevitable necessity alone excepted.

It is further agreed by and between the parties to the within lease as follows:

1. That all straw raised on the farm may be fed by lessee, if he so elects, but, if not fed, the same is to be hauled out and scattered on the farm when properly rotted, and if removed from the farm the farm and fed, the manure is to be returned to the farm and scattered on the farm in proper season and husbandlike manner.

2. Lessee is to take good care of ths windmill and pump on the premises and see that same is oiled when necessary and care taken to see that the mill is not left in gear, at a time when it might be destroyed by windstorms.

3. Lessee is to cut Canada thistles and other obnoxious weeds in compliance with the law of the State of Iowa.

4. It is further agreed that said lessor may enter upon said premises at any time for the purpose of erecting any buildings he may see fit to erect thereon and the making of other improvements,

IN WITNESS WHEREOF the said parties have hereunto subscribed their names on the day first above written.

Mathias Filch

PARTY OF THE FIRST PART.

Fred Boerschel

Guy Colerick Henry G. Hogan

Colerick & Hogan
Lawyers
Corner Court and Berry Streets
Fort Wayne, Ind.

IN THE DEKALB CIRCUIT COURT,.

May Term, 1909.

IN THE MATTER OF THE PETITION FOR)
DRAINAGE BY FRANK YARDE, ET AL)
No. 8075)
REMONSTRANCE OF MATTHIAS FITCH.)

- - - - - - - -

The court having been requested by Matthias Fitch, the remonstrator herein, before the beginning of the trial on his remonstrance, to make a special finding of facts and state his conclusions of law thereon, finds the facts to be as follows, to-wit:

1. The court finds that on the 24th day of January, 1905, Frank Yarde and others filed their petition with the Auditor of DeKalb County for a joint ditch extending from DeKalb County into Noble County and having its outlet in DeKalb County , the starting point of said ditch being near the north west corner of section 32, township 34, north, range 12 east in DeKalb County , and traversing a course of 11 1/2 miles through DeKalb and Noble Counties andback into DeKalb County again and ending at a point 53 feet south and 2409 feet east of the north east corner of the south half of the southwest quarter of section 33, township 33 north, range 12 east in DeKalb County, the ending of said drain being upon the lands of this remonstrator.

That thereafter such proceedings were had upon said petition that the same was transferred to the DeKalb Circuit

Court and said drain was ordered constructed with a dredge as recommened in said report; and that thereafter, one Willis Daniels was appointed superintendent of construcion to construct said drain; and the contract for the construction of said drain was let and the same constructed according to said report.

2. The court further finds that said drain was constructed upon the line and course of a certain natural water course known as Little Ceder Creek, which said creek flows through the lands of this remonstrator and empties into Big Cedar Creek at a point about one-half mile south of the lands owned by this remonstrator herein; that the lands of this remonstrator through which said Little Cedar Creek runs are as follows , to-wit:

Tract No. 1. Beginning at the northwest corner of the land formerly owned by John Clark; thence east to the east bank of what was formerly Fairs mill race; thence in a southerly direction along the east bank of said mill race and across the said creek, and including said mill dam formerly owned by one Fair and the abutments thereof at the east side of said creek; thence in a westerly direction down said creek on the north bank to the place of beginning, said tract containing one acre of land more less and situated in the south west corner of the north west quarter of the south west quarter of section 34 in township 33 north, of range 12 east in said DeKalb county.

Tract No. 2. Commencing at a line at the center of section 33, township 33 north, range 12 east and running

thence south along the meandering of Little Cedar Creek to the south line of said section; thence east to the south east corner of said section; thence north to the place of beginning, containing 11,19 acres more or less, in said DeKalb County.

Tract No. 3. The north east quarter of the north east quarter of section 4,.township 32 north, range 12 east in Allen County.

Tract No. 4. The south east quarter of the north east quarter of section 4, township 32 north of range 12 east in Allen County.

Tract No. 5. The north west quarter of the north east quarter of section 4, township 32 north of range 12 east in Allen County.

Tract No. 6.. The south west quarter of the north east quarter of section 4, township 32 north of range 12 east in Allen County.

That by the report of the commissioners in said proceeding, said drain was to end upon the remonstrator's land at a point in tract No. 1 heretofore described, said ending being upon the course of said Little Cedar Creek and about 80 rods north of the DeKalb County line and at a point 688 feet below the remonstrator's dam as hereinafter described..

3. The court further finds that neither thepetioners nor any one in their behalf ever gave the remonstrator herein any notice of the beginning or pendancy of said drainage proceeding in the Commissioners Court of DeKalb County or in the DeKalb Circuit Court, until after said drain had been

ordered constructed, the contract let and the greater part of said drain had been constructed, when, at the March Term of the DeKalb Circuit Court, 1908, the ptitioners in said proceeding filed in the DeKalb Circuit Court a supplemental petition alleging that the lands of Matthias Fitch heretofore referred to as tract No. 1 had been inadvertently omitted from theoriginal petition and the viewers report, and said petitioners prayed the curt that said lands be referred to the drainage commissioners for their report thereon according to the provisions of the drainage act of March 11, 1907, and praying that said remonstrator be made aparty to said proceeding.

To this supplemental petition the remonstrator herein appeared and the court thereupon ordered the said drainage commissioners to view said lands and report as to the damages or benefits suffered or sustained thereby;

That thereafter, at the March Term of the DeKalb Circuit Court, 1908, the said drainage commissioners filed their report upon said supplemental petition, finding that said remonstrant was damaged upon the lands described as tract No. 1, and assessing his damages in the sum of $100.00.

That thereafter, and within the time prescribed by law, the petitioners herein, filed their joint remonstrance against the report of said drainage commissioners upon said supplemental petition on the ground that the damages assessed by said commissioners were exhorbitant; and that the remonstrator herein, within the time prescribed by law, filed his remonstrance to the report of said drainage commissioners upon said supplemental petition, alleging in said remonstrance:

(1)That the report of the commissioners was not according to law, for the reason that said report did not describe the land by tracts of forty acres, or by any other description; and because said report did not state upon which tract or tracts of land or for what purpose said damages were assessed:; and

(2) For the reason that the damages assessed by said commissioners were inadequate and did not include all of the lands of the remonstrator which were affected by said proposed drainage; and alleging that the said several tracts of land hereinbefore described as tract No. 1 to tract No. 6 inclusive, were each damaged by said proposed drain ; and that a certain mill dam, race and mill owned by remonstrator and located upon the lands therein described were taken out and destroyed by said drain, all to his damage in the sum of five thousand dollars .

4. The court further finds that there was a mill dam located on remonstrator's lands described astract No. 1 in the year ________; and that thereafter in the year, 18__ said tract No. 1 and the mill dam situated thereon were purchased by one ______Fitch, the father of this remonstrator; and that shortly after the purchase thereof the remonstrator's father rebuild said dam to a highth of 2 1/2 feet from the floor, the said dam being constructed of heavy timbers laid in thebed of the creek at the south end, and the east side being walled up with logs of walnut and other material, there being an opening where said logs cornered in the southeast corner for

the water to escape into the mill race, said mill race being about ten feet wide and five feet deep and running southerly and nearly parallel with the said creek over thelands of the remonstrator for a distance of about one-half mile to a certain mill owned by remonstrator and located in thesouth east quarter of the north east quarter of section 4, township 32 north, range 12 east in Allen County, heretofore described as tract No. 6; that said mill race had a head at the mill where said water power was utilized of 14 feet; that at the time of the rebuilding of said dam the mill located as aforesaid was rebuilt by the remonstrator's father and operated by him until the year 1878, when all the lands described in remonstrator's remonstrance were conveyed to this remonstrator in fee simple; that from said date remonstrator continued to operate said mill by the use of the water power furnished by said mill dam and race until about the time of the filing of the petition for the draining of said Little Cedar Creek; and that since said date said mill has not been used for any purpose..

The court further finds that it was not the intention of the remonstrator to abandon said millat the time he ceased to operate the same; but that he had in good faith formed the intention to, and would have, repaired said mill, mill dam and mill race, had itnot been for the construction of said drain and the destruction of said mill dam.

5. The court further finds that the mill, mill race and dam and the water held and contained by said dam, were exclusively upon the lands of the remonstrator and that the maintenance, and use of said dam affected no lands other than the lands of this remonstrator.

6.. The court further finds that the water in said creek varried in amount at different seasons of the year; but that the amount falling in the dry season and at the time when the water in said creek was the lowest. would furnish 44 theoretical or 35 actual horse power at themilldam and mill of remonstrator, said horse power being continuous during the twenty four hours of the day; and that said horse power could be greatly increased during the greater portion of the year..

The court further finds that during the fifty years or more that said mill has been operated by the use of said water power the condition of the water shed of said creek has changed very materially because of the destruction of the forests and the drainage of lands and that said conditions have caused a very material chage in the ~~xxxx~~ flow of water in said creek; but hat in the year 1880 the minimum flow of water in said creek was reached; and that since said year there has been no material change in the flow of the water in said creek. or decrease in the amount thereof, or its value or use as a water power.

7. The court further finds that said mill was fitted with a 20 H.P. turbine wheel in a good state of repair

at the time of the construction of said drain and that said water power and wheel furnished sufficient power to operate a saw mill, a feed grinder, a shingle mill or cardingmill, and that said mill had been used for one or more of said purposes as necessity required up to about the time the proceedings for the drainage of said creek were commenced; that for a number of years prior to the discontinuance of the use of said mill the dam and mill had been permitted to be and become out of repair, but that the same did furnish sufficient water power for the operation of said mill; that at thetime of the destruction of said dam by the drainage of said creek it would have cost $90 to repair said mill dam, $200 to have repaired said mill race and $528 to have repaired the forbey to the mill;. That said water power at said place was worth $35 per horse power per year for he uses and purposes to which it might then and there be applied; and that, deducting from the cost of repairing said dam, race and forbey, the said water power as it existed at the time the same was destroyed by the drainage of said creek was worth the sum of $4000.; and that by the construction of said drain said water power was totally destroyed and made worthless, and that said mill became worthless and was of no use whatever to said remonstrator.

8. The court further finds that from the point where said creek enters upon remonstrator's land in the south west corner of the north qest quarter of the south west quarter of section 34, township 33, range 12 east in DeKalb County, it follows a general southerly by a slightly westerly course

through the south east quarter of the south east quarter of section 33 ~~north~~ township 33 north, range 12 east in DeKalb County, Indiana, and the north east quarter of the north east quarter of section 4, township 32, range 12 east , Allen County , Indiana, until you reach a point about five rods north of the south line of the north east quarter of the north east quarter of section 4, township 32, range 12 east in Allen County where it turns to the west for about 20 rods through the southeast corner of the north west quarter of the north east quarter of section 4, township 33, range 12 east, Allen county; thence follows a general southerly course through the south west quarter of the north east quarter of section 4, township 32, north, range 12 east, Allen county, turning east at the lower one-third thereof to the south east quarter of the south east quarter of said section 4 and passing off the last named tract at a point about ten rods east of its south west corner; that said creek flows through a bottom or a valley through its entire course through remonstrator's lands, said bottom having an area of about 71 acres; that said bottom land is of an alluvial soil, being a dark sandy loam, very fertile and very valuable for agricultural purposes; that prior to the construction of said drain said lands were overflowed at times of high water during the spring of the year, vut that such floods did not occur so frequently as to overflow all of said bottom in every year, and that they usually ceased before the spring crops were planted..

9. The court further finds that the south east quarter of the south east quarter of section 33, township 33 north, range 12 east, DeKalb County., contains about ten acres of low land; that some of said land is covered with sugar, sycamore, ash and other valuable timber, but that there are no willows nor swampbrush thereon; thatpart of it was first cultivated in 1865 but in recent years the same has been used as a pasture lot; that there grows thereon,. except where shaded too much by the timber, June or blue grass, which affords valuable pasturage for cattle, sheep and other stock. That prior to the construction of said drain part of said land overflowed in the spring and at infrequent intervals, but some years there was no overflowing; that its fair market value at the time of the construction of said drain was $65 per acre; that since the construction of said drain said land has been overflowed with greater frequency and to a greater depth than previously; thatthe tendancy of said drain is to gather up the water off of its water shed covering many thousands of acres and to precipitate said waters upon the lands of the remonstrator in greater quantaties in the same space of time and with greater velocity than formerly; that at the mouth of said drain said waters, finding no outlet other than the old bed of said creek which is crooked and shallow, back up and spread out over the adjacent low lands, thehigh current generated by the long, deep channel of the ditch washes gullies and deposits sand and slime over the adjacent lands and the grass and herbage growing thereon, no sand or slime ever having been deposited thereon before the construction of said drain:

That said deposit of sand runs from a fewinches to several feet in depth and covers about seven acres of remonstrator's land and that such deposit makesthe ground covered by it worthless for any aggricultural purpose; that the slime deposited on the growing grass makes the same unfit for food for stock and the stock will not eat the same; that the value of said land since the construcion of said ditch has decreased and said decrease is caused by the construction of said ditch, and because thereof said land is now worth no more than fifteen dollars per acre; and that the construction of said ditch has damaged said forty acres in the sum of five hundred dollars. And the court further finds that said tract of land receives no benefit from the construction of said drain.

10. The court further finds that the north east quarter of the north east quarter of section 4, township 32, range 12 east, Allen County, contains about 20 acres of bottom land; that a portion of said twenty acres is covered by timber, but that said timber is not so thick as to prevent the growth of June or blue grass, and the same has always afforded good pasturage; that five acres out of said twenty acres is cleared and is used in connection with the timbered portion as a pasture lot and that the same cald be used for any agricultural purposel; that said twenty acres of land is comparatively level; and that prior to the construction of said drain the same was not overflowed except early in the spring and then the overflow was not of sufficient frequency and the water did not stay long enough to damage the herbage growing thereon, nor to

prevent the use of the same for agricultural purposes: but that ance the construction of said drain the water has been percipitated down upon the remonstrator's lands and this particular tract with such increased velocity and quantity that it causes erosion of the soil, washing gullies and cutting up said land into ditches and ravines; that said waters come down with such velocity that they carry emmence quantities of sand and silt, and being retarted by the crooked and flat bed of the natural water course, spread out over said lands where said sand and silt is deposited destroying the herbage and ruining said land for pasturage and agricultural purposes; that owing to the erosion caused by the high current generated by said ditch the remonstrator will never be able to ultivate any of said low lands because in times of high water said current will wash away the exposed soil and convert fields that are devoted to agricultural pupposes into barren and waste lands and totally destroy and wash away the crops growing thereon; that prior to the construction of said drain said tract of land was of the reasonable value of $65 per acre but that since the construction of said drain and by reason thereof as aforesaid, said land has deterioated in value and is now of thevalue of $25 per acre and no more; that the construction of said drain has damaged said forty acres of land eight hundred dollars; and that said forty acres has received no benefits from the construction thereof.

11. The court further finds that in the south east quarter of the north east quarter of section 4, township and range aforesaid, six acres is affected by said drain; that the soil of said six acres is a dark alluvial soil of the general character and description of the soil of the la. lands hereinbefore described; that said six acres is cleared land and for many years has been devoted to agricultural purposes; that it is highly fertile and of great value for such purposes and that up to the time of the construction of said drain the said six acres could be and was farmed regularly and large and valuable crops were grown thereon, andits fair market value was $65 per acre; but that since the construction of said drain , the waters from said dredged ditch have been precipitated down upon said tract of land in greatly increased quantities and with greater velocity and said waters have carried and do carry sand and silt, which have been deposited upon said land and permanently destroyed its value for agricultural or other purposes, and that the same never will have any value for any purpose unless the remonstrator adopts some expensive system of drainage or a system of dykes to prevent the overflow of said land; that since the construction of said drain and by reason thereof said land has deterioated in value until it is now worth no more than $20 per acre for any purpose; and the said forty acre tract of land had been damaged in the sum of $270; and that the same has not received any benefits from the construction of said drain..

12. The court further finds that the north west quarter of the north east quarter of section 4, township 32, range 12 east in said Allen County contains about ten acres of low land adjacent to the course of said Little Cedar Creek and that said Little Cedar Creek enters upon said tract of land at its south east coner, going a few rods east and then turning south and passing off onto the south west quarter of the north east quarter of said section; that said ten acres of land is of the same general description as to the character of its soil and its fertility and the topography thereof as the other lands hereinbefore described; that the greater part thereof is covered with valuable timber of hard and soft wood, except two or three acres thereof which is an open pasture lot; that thelevel of the ground is several feet above the normal high water mark of said creek; that prior to the construction of said drain said lands were never overflowed except in early spring or by extraordinary and unusual floods but which did not prevent its use for pasturage and agricultural purposes; that for many years prior to the construction of said drain said land had been used for pasturage of stock and owing to its low level was highly valuable for said purpose; but that since the construction of said drain the water flowing in said drain has come down with such increased velocity that the natural bed of said creek is unable to carry it away and retards said waters and causes them to back up and overflow and to stand for several days at a time over and above these lands; and that because of the velocity of said water the same carries immense quantities of sand and silt and slime. and the said water being backed up and overflowing these lands,

deposits said sand and slime, the sand being deposited to such depth as to kill vegatation, and where the land is not covered by sand the deposit of the silt and slime ruins the herbage ad pasturage and renders it totally worthless for feeding stock; that said waters because of their velocity create currents and eddies, and owing to the fryable character of the soil, cut new channels and cause erosion at various places upon said low lands, permanently preventing their use for agricultural purposes; that prior to the construction of said drain said lands were of the fair market value of sixty dollars per acre; but that since the construction of said drain and by reason thereof, said lands have been decreased in value and that said low land is now worth no more than twenty five dollars per acre; and that said forty acres of land, by reason of the construction of said ditch, have been damaged in the sum of $350; and thatthe construction of said drain has been of no benefit to said land.

13. The court further finds that the south west quarter of thenorth east quarter of said section 4 contains about fifteen acres of low land; that said Little Cedar Creek enters upon said tract of land near its north east corner and follows a general southerly course along the eastern part of said tract until it reaches the lower third thereof where it passes east onto the south east quarter of the north east quarter of said section; that said fifteen acres of low land is composed of alluvial soil of the same general character and description as the soild of the land upon the other tracts heretofore referred to; that of said fifteen acres, the portion thereof lying

east of thebed of said creek is cleared land and for many years prior to the construction of said drain was cultivated and used for agricultural purposes, large and valuable crops of corn and potatoes and other agricultural products were raise thereon; and that at the time of the construction of said drain, said portion, consisting of about three acres of land was all in clover; that the balanceof said fifteen acres of land is timbered land of the general character and discription of the timbered land in the other tracts hereinbefore referred to; and that the same had been used for many years for pasturage for which purpose it has been very valuable; that said land lies several feet above theordinary watermark of said creek and has never been overflowed except in the spring of the years or at times of unusual and extraordinary rainfall; that the frequency of the same was not such as to destroy its value for pasturage or agricultural purposes; but after the construction of said drain the increased volume of water precipitated upon said land by said dredged ditch, and thehigh velocity given to the current thereof, together with the difficulty of said increased amount of water in finding its way off said land, has caused the same to back upand overflow all of said fifteen acres; that owing to the velocity of the current, large quantities of sand or sediment or slime is carried by said waters and the same is deposited upon and over the said land andruins the land wherever it is deposited for agricultural purposes and covers the grass from a depth of several inches to several feet and totally destroys the same; and where the said sediment or silt is deposited upon the grass or herbage it renders the same unfit for food for cattle and destroys its value for

pasturage purposes; that the velocity of the current of said water causes an erosion of the soil; that one acre of land east of the bed of the creek in said tract has been so eroded and cut by thecurrent and said waters sto render it valuless for any agricultural or other purpose; that the humus and other fertile ingredients in said soil, being light and fryable, have been washed out by said current and carried away and down the stream and list to said land to its irrepairable damage; that prior to and at the time of the construction of said drain said land was of the reasonable market value of sixty dollars per acre, but that since th construction of said drain, and by reasn thereof, said land has gradually deterioated in value until now thefair market value is no more than $25 per acre; and that said forty acre tract has been damaged in the sum of $525, and that the same has receved no benefit whatever from the construction of said drain.

CONCLUSIONS OF LAW.

The court concludes as a matter of law:

1. That the remonstrator has been damaged by the destruction of his mill dam, millrace and water power of said mill, in the sum of four thousand dollars; and that his damages for that purpose should be assessed in said sum.

2. That the lands of the remonstrator described as the south east quarter of the south east quarter of section 33, township 33 north, range 12 east on Dekalb County, should be assessed damages on account of the construction of said ditch in the sum of $500.00

3. That the lands of the said remonstrator described as the north east quarter of the north east quarter of section 4, township 32 north of range 12 east in Allen County Indiana should be assessed damages on account of the construction of said ditch in the sum of $800.00.

4. That the lands of said remonstrator described as the south east qarter of the north east quarter of section 4, township 32, north, of range 12 east in Allen County, Indiana, should be assessed damageson account of the construction of said ditch in the sum of $270.00.

5. That theland of the remonstrator described as the north west quarter of the north east quarter of section 4, township 32, range 12 east in Allen County, Indiana, should be assessed damages on account of the construction of said drain in the sum of $350.00.

6. That thelands of the remonstrator described as the south east quarter of the north east quarter of section 4, township 32 north, range 12 east in Allen County, Indiana, should be assessed damages in the sum of $525.00 for the construction of said drain.

7. That the petitioners herein should pay the costs occasioned by the trial of said remonstrance.

Judge, DeKalb Circuit Court.

No.................

In the .... Circuit Cou

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vs

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DAN M. LINK

Attorney for...

No

In the Circuit Cour

vs

DAN M. LINK

Attorney for